

*Poinciana West
Community Development District*

Agenda Package

September 15, 2021

AGENDA

Poinciana West

Community Development District

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

September 8, 2020

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

Dear Board Members:

The Board of Supervisors of Poinciana West Community Development District will meet **Wednesday, September 15, 2021 at 9:30 AM at the Starlite Ballroom, 384 Village Drive, Poinciana, Florida.**

Zoom Information for Members of the Public:

Link: <https://zoom.us/j/94240027473>

Dial-in Number: (646) 876-9923

Meeting ID: 942 4002 7473

Following is the advance agenda for the meeting:

1. Roll Call
2. Pledge of Allegiance
3. Public Comment Period on Agenda Items
4. Approval of Minutes of the July 21, 2021 Meeting
5. Consideration of Proposals for Insurance Coverage
6. Consideration of Maintenance Agreements
 - A. Landscape Maintenance with Floralawn
 - B. Aquatic Maintenance Services with Clarke
 - C. Midge Control Services with Clarke
7. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
 - D. Field Manager
 - i. Field Manager's Report
 - ii. Customer Complaint Log
8. Supervisor's Requests
9. General Audience Comments
10. Other Business
11. Next Meeting Date - November 17, 2021
12. Adjournment

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

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

The fourth order of business is the approval of minutes of the July 21, 2021 meeting. The minutes are enclosed for your review.

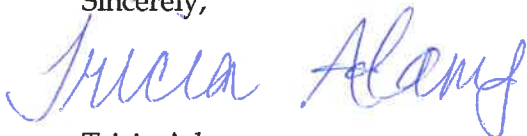
The fifth order of business is the consideration of proposals for insurance coverage. The proposals from Egis and PRIA are enclosed for your review.

The sixth order of business is consideration of the annual maintenance agreements. The landscape maintenance agreement with Floralawn and the aquatic and midge control agreements with Clarke are enclosed under Sections A – C for your review.

The sixth order of business is Staff Reports. Section C is the District Manager's Report. Sub-Section 1 includes the check register with invoices included for approval. Sub-Section 2 includes the balance sheet and income statement for your review. Section D is the Field Manager's Report. The report containing the monthly treatment reports is enclosed for your review. Sub-Section 2 includes the customer complaint log for review.

The balance of the agenda will be discussed at the meeting. In the meantime, if you have any questions, please contact me.

Sincerely,



Tricia Adams
District Manager

CC: Scott D. Clark, District Counsel
Kathleen Leo, District Engineer
Clayton Smith, Field Manager
Darrin Mossing, GMS

Enclosures

MINUTES

MINUTES OF MEETING
POINCIANA WEST
COMMUNITY DEVELOPMENT DISTRICT

The Regular meeting of the Board of Supervisors of the Poinciana West Community Development District was held on Wednesday, July 21, 2021 at 9:30 a.m. at the Starlite Ballroom, 384 Village Drive, Poinciana, Florida.

Present and constituting a quorum were:

Roy LaRue	Vice Chairman
Mayra Skeete	Assistant Secretary
Maneck Master	Assistant Secretary
Joe Clark	Assistant Secretary

Also present were:

Tricia Adams	District Manager
Scott Clark <i>via Zoom</i>	District Counsel
Kathy Leo	District Engineer
Clayton Smith	Field Manager

The following is a summary of the discussions and actions taken at the July 21, 2021 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. A quorum was established.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

The Pledge of Allegiance was recited.

THIRD ORDER OF BUSINESS

Public Comment Period on Agenda Items

Ms. Adams gave the public an opportunity to comment on items that were presented on the agenda and asked for the public to keep their comments to three minutes. There being none, the next item followed.

FOURTH ORDER OF BUSINESS

Approval of Minutes of the May 19, 2021 Meeting

Ms. Adams presented the Board with the minutes from the May 19, 2021 meeting and asked for any comments or corrections. A correction to the spelling of a resident’s name was made and Mr. LaRue had a word changed concerning the tunnels from “will” to “may”. There being no other corrections, Ms. Adams asked for a motion of approval.

On MOTION by Mr. Clark, seconded by Mr. LaRue, with all in favor, the Minutes from the May 19, 2021 Meeting, were approved as amended.

FIFTH ORDER OF BUSINESS

Public Hearing

A. Consideration of Resolution 2021-03 Adopting the Fiscal Year 2022 Budget and Relating to the Annual Appropriations

Vice Chairman LaRue declared the public hearing open. Ms. Adams walked the Board members through changes that were made to the budget since the last time it was reviewed. During the May Board of Supervisors meeting, they went through the budget line by line and made some adjustments based on board member input. The first adjustment can be found on page one where board members requested to see actual financials for a 12-month period for a non-COVID year and a column was added for comparison’s sake. There was a question about an increase in administrative fees, and Ms. Adams confirmed that SunTrust bank, now known as Truist, added a fraud control service called positive pay and the fees that are imposed for those services are what contributed to the increase in administrative fees. A comment regarding the aquatic midge management; the overall proposed amount was not changed but, in the narrative, there is a slight change and a small increase in the proposed contract amount along with a decrease in the contingency amount. There was a question if the Board should be conservative or more aggressive with the line item for legal counsel. Mr. LaRue suggested that they take the allotted budget down from \$30,000 to \$15,000. Ultimately, the Board designated \$20,000 for legal fees and increased the amount for Contingency by \$10,000.

On MOTION by Mr. LaRue, seconded by Dr. Master, with all in favor, Resolution 2021-03 Adopting the Fiscal Year 2022 and Relating to the Annual Appropriations, was approved.

B. Consideration of Resolution 2021-04 Imposing Special Assessments and Certifying an Assessment Roll

Ms. Adams noted that this resolution allows for the imposition of the operations and maintenance fees, and it allows for the utilization of the tax collector as the collection method for CDD fees.

On MOTION by Dr. Master, seconded by Mr. Clark, with all in favor, Resolution 2021-04 Imposing Special Assessments and Certifying an Assessment Roll, was approved.

SIXTH ORDER OF BUSINESS

Review and Acceptance of Fiscal Year 2020 Audit Report

Ms. Adams stated the steps that led up to the 2020 audit report and reminded the Board that the annual audit is a statutory requirement. A copy of the audit was included with the provided agenda packet. The executive summary showed that it was classified as a “clean audit.” There were no findings or deficiencies found. Mr. Clark also looked over the audit and agreed with its findings. Mr. LaRue had a question about capital and land improvements and Ms. Adams offered to set up a call with the accountant for Poinciana West because they will be in the best position to describe the depreciating assets and better answer Mr. LaRue’s question.

On MOTION by Mr. LaRue, seconded by Ms. Skeete, with all in favor, Resolution 2021-02 Approving the Proposed Fiscal Year 2022 and setting a Public Hearing for July 21,2021, was approved.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Clark stated that he had nothing further for the Board to report and offered to answer any questions. There being none, the next item followed.

B. Engineer

Ms. Leo, District Engineer, gave a report to the Board and shared some of the communication they have been getting from the county. For example, the CDD was noticed of work that was going on on the other side of Cypress and because Poinciana West is within ‘X’ number of feet of public notice, the county must notify the CDD. She is keeping an eye on the happenings to make sure nothing will impact the District. There being no questions, the next item followed.

C. District Manager

July 21, 2021

Ms. Adams had some follow-up items for the Board from past meetings. The Board members have requested to receive electronic payment for meeting attendance rather than a check. Progress is not happening as quickly as everyone would like but the IT service is engaged in communication with the bank's IT. The District accounting software was not compatible with processing that kind of electronic payment. They are hoping to have more progress with the hold-up soon. Another item was the discussion regarding the insurance premium for the upcoming fiscal year. Staff prepared a request for proposal that was sent out to two firms, and she is anticipating that those proposals will be back in advance of their fiscal year so that the Board can review those. Another item she wanted to bring the Board's attention is that District management staff has been contacted by the neighborhood's captain program that represents Poinciana West and they discussed adding the captain program email address to District announcements so that when Board members receive the agenda packet it also is distributed to the captain program, so they are aware of meetings and have opportunity to review the agendas and attend the public meetings.

i. Approval of Check Register

Ms. Adams presented the check register to the Board totaling \$27,386.19. The detail for the check run summary can be found in the agenda packet.

On MOTION by Dr. Master, seconded by Mr. Clark, with all in favor, the Check Register totaling \$27,386.19, was approved.

ii. Balance Sheet and Income Statement

Ms. Adams reported the financial statement through the end of May. It shows the balance sheet as well as the debt service fund. It also shows how spending is related to the adopted budget and stated that the District is in excellent shape.

On MOTION by Mr. LaRue, seconded by Ms. Skeete, with all in favor, the Balance Sheet and Income Statement, was accepted.

iii. Approval of the Fiscal Year 2022 Meeting Schedule

Ms. Adams noted that the current fiscal year does not end until September, but she presented the proposed schedule for the next fiscal year. The meetings will be scheduled for the months of November, January, March, May, July, and September using the same time and location that the Board is accustomed to.

On MOTION by Ms. Skeete, seconded by Mr. Clark, with all in favor, Approval of the Fiscal Year 2022 Meeting Schedule, was accepted.

D. Field Manager

i. Field Manager's Report

Mr. Smith presented the Field Manager's report which was provided under separate cover.

In progress items include:

- Hydrilla treatment continues

Mr. Smith went over some issues that he has found at some of the ponds, none of them are required to be fixed now, but he wanted to go ahead and report them for Board discussion and decision. Pond #7 has a corner of the pond that has eroded away. The repair for that would be to repair the washout and add an underdrain. Dr. Master asked if we were inspecting ponds before we take ownership of them, and Mr. Smith assured him that was standard practice and that the District has not taken over any ponds since he has been the field manager since 2018. Pond #3 has a narrow area where a mower has a hard time getting through and squashes the pond bank because it's the only way to get there. To fix it he would shore up the bank, grade it out, and add sod. Pond #12 has an underdrain that a resident installed in their yard right to the edge of CDD property. As that drains, it causes the pond bank to erode, so they would need to extend the drain into the pond properly and repair some washout damage. The total proposed amount is \$2,225 for all three pond repairs. Because this item was not on the agenda, Ms. Adams opened the floor up to public comment. Mr. Darby (address inaudible) is concerned about backhoes taking things from some areas from pond banks but not putting anything back. Mr. Smith explained the process of why that is happening but the area that he is talking about is on the Poinciana side and not the Poinciana West CDD. Mr. LaRue does think the Board should move forward with this item and the rest of the Board seemed to be in agreement. Ms. Skeete does agree with the rest of the Board but would like to make the motion subject to final review by District engineer.

On MOTION by Mr. Clark, seconded by Ms. Skeete, with all in favor, GMS Proposal #77 Subject to District Engineer Verification of Work, was approved.

ii. Customer Complaint Log

July 21, 2021

Poinciana West CDD

Mr. Smith presented the customer complaint log. There were complaints during the dry period about ponds being too low or overgrowth. Since then, there have not been many complaints. The midge system seems to be working. Mr. LaRue commented that there have been a lot of resident complaints from pond # 6 and he would like for management to keep after that one specifically.

EIGHTH ORDER OF BUSINESS**Supervisor's Requests**

Mr. LaRue asked for management to number the pages of the agenda packet. Ms. Adams said that she will remove the tabs and move to page numbers. There being no other supervisor's request they moved to the next item.

NINTH ORDER OF BUSINESS**General Audience Comments**

- Ms. Susan Gobuski (658 Ervine Ranch Road): she is a homeowner whose home has a midge problem. Having someone come and treat the one house does not help the bigger problem. By adding all the ponds to the treatment plan, it will address the real problem because it will improve the quality of her home.

TENTH ORDER OF BUSINESS**Other Business**

There being none, the next item followed.

ELEVENTH ORDER OF BUSINESS**Next Meeting Date – September 15, 2021**

The next meeting date is scheduled for September 15, 2021.

TWELTH ORDER OF BUSINESS**Adjournment**

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

 Secretary/Assistant Secretary

 Chairman/Vice Chairman

SECTION V



Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

Poinciana West Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

About FIA

Florida Insurance Alliance (“FIA”), authorized and regulated by the Florida Office of Insurance Regulation, is a non-assessable, governmental insurance Trust. FIA was created in September 2011 at a time when a large number of Special Taxing Districts were having difficulty obtaining insurance.

Primarily, this was due to financial stability concerns and a perception that these small to mid-sized Districts had a disproportionate exposure to claims. Even districts that were claims free for years could not obtain coverage. FIA was created to fill this void with the goal of providing affordable insurance coverage to Special Taxing Districts. Today, FIA proudly serves and protects more than 800 public entity members.

Competitive Advantage

FIA allows qualifying Public Entities to achieve broad, tailored coverages with a cost-effective insurance program. Additional program benefits include:

- Insure-to-value property limits with no coinsurance penalties
- First dollar coverage for “alleged” public official ethics violations
- Proactive in-house claims management and loss control department
- Complimentary risk management services including on-site loss control, property schedule verification and contract reviews
- Online Risk Management Education & Training portal
- Online HR & Benefits Support portal
- HR Hotline
- Safety Partners Matching Grant Program

How are FIA Members Protected?

FIA employs a conservative approach to risk management. Liability risk retained by FIA is fully funded prior to the policy term through member premiums. The remainder of the risk is transferred to reinsurers. FIA’s primary reinsurers, Lloyds of London and Hudson Insurance Company, both have AM Best A XV (Excellent) ratings and surplus of \$2Billion or greater.

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers. FIA purchases property reinsurance to withstand the 1,000-year storm event (probability of exceedance .1%). This level of protection is statistically 2 to 3 times safer than competitors and industry norms. FIA members’ property claims resulting from Hurricane Irma in 2017 amounted to less than 4% of the per occurrence coverage available.

What Are Members Responsible For?

As a non-assessable Trust, our members are only responsible for two items:

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

Additional information regarding FIA and our member services can be found at www.fia360.org.

Quotation being provided for:

**Poinciana West Community Development District
c/o Governmental Management Services
219 E Livingston St
Orlando, FL 32801**

Term: October 1, 2021 to October 1, 2022

Quote Number: 100121358

PROPERTY COVERAGE

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

COVERED PROPERTY	
Total Insured Values – Blanket Building and Contents – Per Schedule on file totalling	Not Included
Loss of Business Income	Not Included
Additional Expense	Not Included
Inland Marine	
Scheduled Inland Marine	Not Included

It is agreed to include automatically under this Insurance the interest of mortgagees and loss payees where applicable without advice.

	<u>Valuation</u>	<u>Coinsurance</u>
Property	Replacement Cost	None
Inland Marine	Actual Cash Value	None

DEDUCTIBLES:		
	Not Applicable	Per Occurrence, All other Perils, Building & Contents and Extensions of Coverage.
	Not Applicable	Total Insured Values per building, including vehicle values, for "Named Storm" at each affected location throughout Florida subject to a minimum of Not Applicable per occurrence, per Named Insured.
	Per Attached Schedule	Inland Marine

Special Property Coverages		
<u>Coverage</u>	<u>Deductibles</u>	<u>Limit</u>
Earth Movement	Not Applicable	Not Included
Flood	Not Applicable	Not Included
Boiler & Machinery		Not Included
TRIA		Not Included

*Except for Zones A & V see page 8 (Terms and Conditions) excess of NFIP, whether purchased or not

TOTAL PROPERTY PREMIUM

Not Included

Extensions of Coverage

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE under this Agreement, These limits of liability do not increase any other applicable limit of liability.

(X)	Code	Extension of Coverage	Limit of Liability
	A	Accounts Receivable	\$500,000 in any one occurrence
	B	Animals	\$1,000 any one Animal \$5,000 Annual Aggregate in any one agreement period
	C	Buildings Under Construction	As declared on Property Schedule, except new buildings being erected at sites other than a covered location which is limited to \$250,000 estimated final contract value any one construction project.
	D	Debris Removal Expense	\$250,000 per insured or 25% of loss, whichever is greater
	E	Demolition Cost, Operation of Building Laws and Increased Cost of Construction	\$500,000 in any one occurrence
	F	Duty to Defend	\$100,000 any one occurrence
	G	Errors and Omissions	\$250,000 in any one occurrence
	H	Expediting Expenses	\$250,000 in any one occurrence
	I	Fire Department Charges	\$50,000 in any one occurrence
	J	Fungus Cleanup Expense	\$50,000 in the annual aggregate in any one occurrence
	K	Lawns, Plants, Trees and Shrubs	\$50,000 in any one occurrence
	L	Leasehold Interest	Included
	M	Air Conditioning Systems	Included
	N	New locations of current Insureds	\$1,000,000 in any one occurrence for up to 90 days, except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County on prior submit basis only
	O	Personal property of Employees	\$500,000 in any one occurrence
	P	Pollution Cleanup Expense	\$50,000 in any one occurrence
	Q	Professional Fees	\$50,000 in any one occurrence
	R	Recertification of Equipment	Included
	S	Service Interruption Coverage	\$500,000 in any one occurrence
	T	Transit	\$1,000,000 in any one occurrence
	U	Vehicles as Scheduled Property	Included
	V	Preservation of Property	\$250,000 in any one occurrence
	W	Property at Miscellaneous Unnamed Locations	\$250,000 in any one occurrence
	X	Piers, docs and wharves as Scheduled Property	Included on a prior submit basis only

	Y	Glass and Sanitary Fittings Extension	\$25,000 any one occurrence
	Z	Ingress / Egress	45 Consecutive Days
	AA	Lock and Key Replacement	\$2,500 any one occurrence
	BB	Awnings, Gutters and Downspouts	Included
	CC	Civil or Military Authority	45 Consecutive days and one mile

CRIME COVERAGE

<u>Description</u>	<u>Limit</u>	<u>Deductible</u>
Forgery and Alteration	Not Included	Not Included
Theft, Disappearance or Destruction	Not Included	Not Included
Computer Fraud including Funds Transfer Fraud	Not Included	Not Included
Employee Dishonesty, including faithful performance, per loss	Not Included	Not Included

AUTOMOBILE COVERAGE

Coverages	Covered Autos	Limit	Premium
Covered Autos Liability	8,9	\$1,000,000	Included
Personal Injury Protection	N/A		Not Included
Auto Medical Payments	N/A		Not Included
Uninsured Motorists including Underinsured Motorists	N/A		Not Included
Physical Damage Comprehensive Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire or Lightning. See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Specified Causes of Loss Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto For Loss Caused By Mischief Or Vandalism See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Collision Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Towing And Labor	N/A	\$0 For Each Disablement Of A Private Passenger Auto	Not Included

GENERAL LIABILITY COVERAGE (Occurrence Basis)

Bodily Injury and Property Damage Limit	\$1,000,000
Personal Injury and Advertising Injury	Included
Products & Completed Operations Aggregate Limit	Included
Employee Benefits Liability Limit, per person	\$1,000,000
Herbicide & Pesticide Aggregate Limit	\$1,000,000
Medical Payments Limit	\$5,000
Fire Damage Limit	Included
No fault Sewer Backup Limit	\$25,000/\$250,000
General Liability Deductible	\$0

PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)

Public Officials and Employment Practices Liability Limit	Per Claim	\$1,000,000
	Aggregate	\$2,000,000
Public Officials and Employment Practices Liability Deductible		\$0

Supplemental Payments: Pre-termination \$2,500 per employee - \$5,000 annual aggregate.
 Non-Monetary \$100,000 aggregate.

Cyber Liability sublimit included under POL/EPLI

- Media Content Services Liability
- Network Security Liability
- Privacy Liability
- First Party Extortion Threat
- First Party Crisis Management
- First Party Business Interruption
- Limit: \$100,000 each claim/annual aggregate



PREMIUM SUMMARY

**Poinciana West Community Development District
 c/o Governmental Management Services
 219 E Livingston St
 Orlando, FL 32801**

Term: October 1, 2021 to October 1, 2022

Quote Number: 100121358

PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	Not Included
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$3,350
Public Officials and Employment Practices Liability	\$2,675
Deadly Weapon Protection Coverage	Not Included
TOTAL PREMIUM DUE	\$6,025

IMPORTANT NOTE

Defense Cost - Outside of Limit, Does Not Erode the Limit for General Liability, Public Officials Liability, and Employment related Practices Liability.

Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

Additional Notes:

(None)



PARTICIPATION AGREEMENT
Application for Membership in the Florida Insurance Alliance

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance ("FIA") for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 10/01/2021, and if accepted by the FIA's duly authorized representative, does hereby agree as follows:

- (a) That, by this reference, the terms and provisions of the Interlocal Agreement creating the Florida Insurance Alliance are hereby adopted, approved and ratified by the undersigned local governmental entity. The undersigned local governmental entity certifies that it has received a copy of the aforementioned Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Interlocal Agreement as provided therein;
- (b) To pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, to pay any reasonable late penalties and charges arising therefrom, and all costs of collection thereof, including reasonable attorneys' fees;
- (c) To abide by the rules and regulations adopted by the Board of Directors;
- (d) That should either the Applicant or the Fund desire to cancel coverage; it will give not less than thirty (30) days prior written notice of cancellation;
- (e) That all information contained in the underwriting application provided to FIA as a condition precedent to participation in FIA is true, correct and accurate in all respects.

Poinciana West Community Development District

(Name of Local Governmental Entity)

By: _____
Signature Print Name

Witness By: _____
Signature Print Name

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE October 1, 2021

By: _____
Administrator

INVOICE



Customer	Poinciana West Community Development District
Acct #	972
Date	09/08/2021
Customer Service	Kristina Rudez
Page	1 of 1

**Poinciana West Community Development District
 c/o Government Management Services, LLC
 219 E Livingston St
 Orlando, FL 32801**

Payment Information	
Invoice Summary	\$ 6,025.00
Payment Amount	
Payment for:	Invoice#14074
100121358	

Thank You

Please detach and return with payment



Customer: Poinciana West Community Development District

Invoice	Effective	Transaction	Description	Amount
14074	10/01/2021	Policy Synchronization	Policy #100121358 10/01/2021-10/01/2022 Florida Insurance Alliance Package - Policy Synchronization Due Date: 9/8/2021	6,025.00
				Total
				\$ 6,025.00

Thank You

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

Remit Payment To: Egis Insurance Advisors, LLC Lockbox 234021 PO Box 84021 Chicago, IL 60689-4002	(321)233-9939 sclimer@egisadvisors.com	Date
		09/08/2021



PART OF THE
BROWN & BROWN TEAM

INSURANCE PROPOSAL PREPARED FOR
Poinciana West
Community Development District
2021 – 2022

PRESENTED BY:
Robin Russell, ARM-P – Director of Operations
September 3, 2021

P.O. Box 2416 | Daytona Beach, FL 32115
Phone: 386.252.6176 | Fax: 386.239.4049
www.bbpria.com

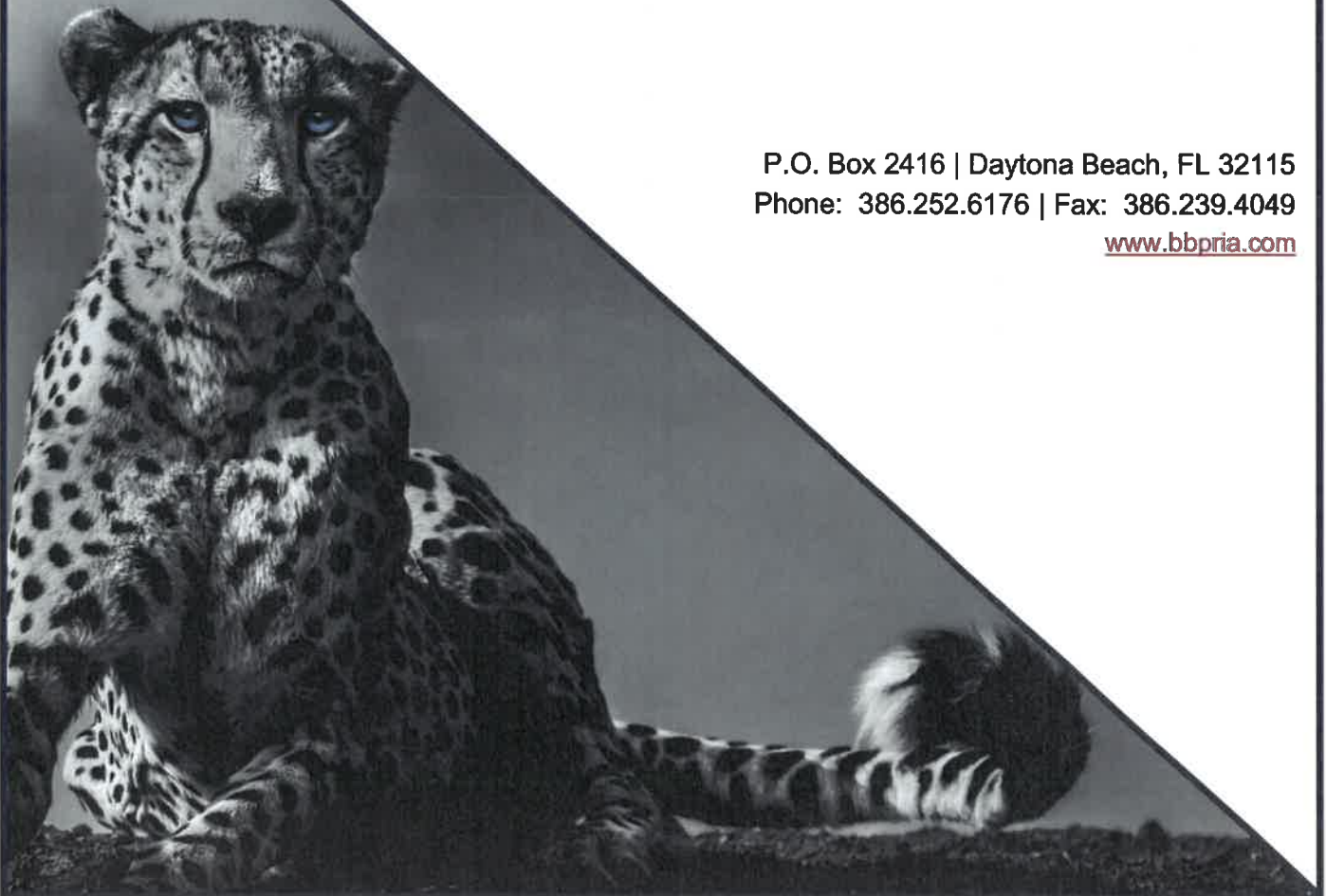


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Our Story

Public Risk Insurance Advisors (PRIA) is a proud member of the Brown & Brown family – an 80-year-old, publicly traded, Florida corporation currently ranked as the 6th largest insurance brokerage in the United States of America. Our Brown & Brown family is now more than 10,000 teammates, spanning from London to Los Angeles. Through our collaborative efforts, we design, place, and service more than \$20 Billion in annual insurance products. We passionately undertake these efforts on behalf of our clients – ranging from individuals and small businesses, to state governments and Fortune 500 companies.

The PRIA team is a highly-specialized unit of insurance advisors 100% trained to deliver industry-leading services to public entities in the State of Florida. Since 1992, we have continuously refined that specialization and enhanced our services, while becoming the largest public entity brokerage in Florida. Our team provides Property & Casualty and Employee Benefits services to governments from Key West to the Panhandle and represents more than 250 clients.

We have proven over nearly three decades of service to local governments that we are a highly sophisticated and accountable team of insurance professionals, laser-focused on providing both world-class brokerage services and concierge-level support to our clients. We have built our reputation by empowering our governmental clients to outperform their industry peers, lower their cost of risk, and enhance their employee benefits programs - all while staying within their annual budgetary constraints. Our team is committed to serve those who serve the public – and provide superior service to our clients, their staff, and their employees.

Poinciana West Community Development District



An Introduction to Your Service Team

Account Executives

Matt Montgomery Executive Vice President	(386) 239-7245	mmontgomery@bbpria.com
Robin Russell, ARM-P, CISR, CSRM Director of Operations	(386) 239-4044	rrussell@bbpria.com
Paul Dawson, ARM-P Senior Vice President / Public Risk Advisor	(386) 239-4045	pdawson@bbpria.com
Michelle Martin, CIC Senior Vice President / Public Risk Advisor	(386) 239-4047	mmartin@bbpria.com
Brian Cottrell, CIC, CRM Vice President / Public Risk Advisor	(386) 239-4060	bcottrell@bbpria.com
Kyle Stoekel, ARM-P, CIC Public Risk Advisor	(386) 944-5805	kstoekel@bbpria.com
Victoria "Tori" Reedy Executive Coordinator	(386) 239-4043	vreedy@bbpria.com

Service Representatives

Melody Blake, ACSR Public Risk Specialist	(386) 239-4050	mblake@bbpria.com
Patricia "Trish" Jenkins, CPSR Public Risk Specialist	(386) 239-4042	pjenkins@bbpria.com
Danielle Coggon, CISR Public Risk Specialist	(386) 239-4048	dcoggon@bbpria.com
Christina Carter, CIC, CRM Public Risk Specialist	(386) 333-6069	ccarter@bbpria.com
Schylar Howard Public Risk Specialist	(386) 265-6117	showard@bbpria.com
Emily Bailey Public Risk Specialist	(386) 333-6085	ebailey@bbpria.com
Alexa Gray Assistant Public Risk Specialist	(386) 333-6068	agray@bbpria.com

Certificate Requests: certificates@bbpria.com **Claim Reporting:** claims@bbpria.com

Our Service Team philosophy focuses on accountability at all levels of account management. Our goal is not simply to meet your service needs, but to exceed them. All the employees at PRIA are dedicated to achieving this goal and distinguishing ourselves from the competition.



Poinciana West Community Development District

**Preferred Governmental Insurance Trust (*Preferred*)
Overview**

Several hundred members and millions in premiums prove that the *Preferred* Governmental Insurance Trust® fulfills what Florida needs: an insurance program exclusively customized and dedicated to the public sector. *Preferred* stays on the forefront of specialized insurance for property, casualty and workers' compensation because it is non-profit and self-governed with a membership comprised solely of Florida public entities.

Preferred's history dates back to 1999. Its robust membership and financial strength, including consistent growth of surplus, stem from its conservative platform of managed risk. *Preferred* is just that: **preferred** for unmatched public entity experience, innovation, stability and personalized service.

<i>Preferred's</i> Member Types		
Municipalities	Counties	Special Districts
Public Schools	Charter Schools	Sheriff Departments
Housing Authorities	Aviation Authorities	Transit, Port & Utility Authorities

<i>Preferred's</i> Comprehensive Coverages		
Property	Workers' Compensation	General Liability
Automobile Liability	Automobile Physical Damage	Law Enforcement Liability
Public Officials Liability	Employment Practices Liability	Educators' Legal Liability

The Power of Groups and People

What does a specialized insurance trust do for you? In the case of *Preferred*, it gives you the purchasing power of a very large trust with billions of covered property values—far more financial negotiating power than a single public entity can muster. As a *Preferred* member, you are part of a formidable Florida insurance trust.

The trust also transfers risks from any one public entity to the larger group. This provides all members of the trust better rating structures with less volatility. *Preferred's* sole focus on government ensures that members' unique needs are met.

Poinciana West Community Development District



Underwriting and Administration

Behind *Preferred's* underwriting platform are decades of success built on integrity and market relationships. Our team of underwriters' vast insurance expertise enhances the actuarial and scientific data used to underwrite individual risks within the trust. Services delivered are both broad and precise. Reliability is assured. The administrator for *Preferred* is Public Risk Underwriters of Florida, Inc.® (PRU), Florida's premier public entity specialist of its kind. *Preferred's* claims administrator is PGCS Claim Services. With more than 25 years in claims experience, PGCS is Florida's foremost governmental third-party administration company.



Underwriting Highlights

- **Diverse risk financing options:** guaranteed cost, deductible, self-insured retention, all lines aggregate
- **Competitive premium discounts** based on favorable experience and sound safety practices
- **Flexibility of coverage design**, including mono-line or package basis
- **Dynamic financial analysis** conducted periodically to validate the trust's superior financial standing

Administration

- **General counsel, defense counsel and litigation services** by specialists in governmental law
- **Membership relations** for networking and professional development
- **Legislative Pulse newsletter** from Tallahassee-based law firm
- **Professional marketing** that guarantees local agent support, governmental knowledge and an ever-growing group of members
- **Preferred News**—a quarterly publication covering the spectrum of government insurance issues
- **State filing, accounting and independent CPA audited financials** as needed

Preferred's Expert Boards Know Your Business

Preferred is governed and guided by people working daily in all segments of Florida's public sector – from municipalities to counties to schools to special taxing districts.

The Board of Trustees is comprised of elected public officials who work wisely and diligently to set policy, keeping *Preferred* as the premier public entity insurer of its kind.

Poinciana West Community Development District

Preferred Claims Administration

Preferred Governmental Claim Solutions, Inc. ® (PGCS) is the premier governmental third-party claims administrator in the state of Florida and administers the claims for Preferred Governmental Insurance Trust (*Preferred*). Since its founding in 1956, PGCS has provided claims administration services exclusively to over 450 governmental entities including schools, cities, towns, counties, community development districts, and fire districts. Therefore, PGCS's adjusters are extremely qualified to handle governmental tort liability and public sector workers' compensation claims. They are experts at investigating and handling police and firefighters presumption claims. PGCS is sensitive to the politics involved in the handling of public entity claims.

PGCS's claims administration program consists of workers' compensation, general liability, bodily injury, personal injury, property, auto liability, auto physical damage, employment practices liability, school leaders/educators liability and public officials liability. Their claims staff has over 630 years of combined insurance experience and each has been with PGCS an average of 8 years. Claims are handled under strict supervision in accordance with the PGCS workers' compensation and liability claim handling procedure manuals and the PGCS claim best practices manual. A random sampling of each adjuster's claim files are audited on a monthly basis by a Quality Assurance Manager to ensure compliance.

PGCS provides their clients with a dedicated Subrogation Unit to pursue reimbursements from at-fault third parties. Their current recovery rate is fifty-nine (59) percent of the claim costs expended. PGCS also has a dedicated excess reporting and recovery unit for communication to and securing reimbursement from the excess and/or reinsurance carriers. In addition, PGCS provides a state-approved Special Investigation Unit (SIU) to prevent and pursue fraudulent claims. PGCS offers rewards up to \$10,000.00 for the arrest and conviction of persons committing workers' compensation fraud. This service is provided via a twenty-four hour seven day a week hotline.

PGCS utilizes the RiskMaster system for claims processing. This system captures a wide variety of data and allows the adjuster to enter an unlimited number of claim notes, process reserve changes, and issue claim payments. Customized reports can be obtained from PGCS's on-line system containing a multitude of data parameters that a client may choose to analyze. The system can be accessed by clients via their website at www.pgcs-tpa.com.

Communication with PGCS's clients is the cornerstone of their claims administration program. Professional adjusters, nurses, management, quarterly in-depth claim review meetings, 24/7 claim reporting, utilization of attorneys specializing in public entity defense, litigation management, and return to work programs are just a sample of how PGCS has set the standard for the industry.

PGCS is committed to partnering with their clients to provide professional and aggressive claim management programs. While they are recognized as the leader in the industry, PGCS is always striving to improve the quality of their programs and expand the services that they offer.

Poinciana West Community Development District

Preferred Safety and Risk Management Services

The success of any public sector community is tied to its ability to protect and preserve its human physical assets. This basic premise serves as the cornerstone of an effective Safety Management program and underscores the importance of Safety and Risk Control to the community. *Preferred's* Safety and Risk Management Department is very aware of the valuable contribution a comprehensive safety and risk control program makes to the bottom-line of any organization.

At *Preferred*, Safety consultations originate with one basic thought—to recommend specific measures to minimize or eliminate the exposures that cause accidents. This does not mean that the workplace become no-risk utopias, but we expect our consultants to recommend measures to control and minimize all types of accidents, injuries and illnesses to our *Preferred* members' operations and premises.

Preferred is dedicated to meeting the challenge of the complex issues facing public sector organizations. Disarming these issues and converting them into solutions which work to the advantage of our goal. *Preferred's* approach to risk control incorporates the following elements:

- **Exposure Identification** – Assist management in determining areas where a chance of loss might exist through cause trend analysis, work site evaluations, and facility inspections.
- **Exposure Measurement and Loss Analysis** – Loss analysis and a review of the consequences of the exposures will be considered to develop alternative methods of control.
- **Determination and Selection of Appropriate Risk Control Methods** – Based on measurement and analysis, specific recommendations and/or custom designed risk control plan will be formulated. OSHA, as well as other Agency Standards will be applied and/or used as a “Best Practice” measure when designing and formulating safety and risk control plans.
- **Training and Safety Management Consulting** – After considering client needs specific services and/or training will be formulated and initiated to fit the client's need. Key Personnel or specialty consulting services with the knowledge and skills needed to meet those identified needs will be provided.
- **Additional Consulting Services Available** – *Preferred's* Safety & Risk Management has other services available that may benefit our clients. These services include security evaluations and review of existing safety and risk programs.

Preferred's Safety and Risk Management Department evaluates the unique needs to each client, ultimately designing a program that is capable of being integrated into the overall safety and risk control efforts of each client. *Preferred's* dedication to the problem-solving approach is the foundation of their Safety and Risk Management Service.



Poinciana West Community Development District

General Liability

Term: October 1, 2021 to October 1, 2022
Company: Preferred Governmental Insurance Trust (*Preferred*)
Form: Occurrence

Coverage	Limit	Deductible
General Liability		
Bodily Injury and Property Damage, per Occurrence	\$1,000,000	\$0 Per Occurrence
Personal Injury and Advertising Injury, per Person/Occurrence	Included	
Products/Completed Operations, Aggregate	Included	
Fire Damage, per Occurrence	Included	
Medical Payments	\$2,500	
Employee Benefits Liability, per Occurrence	\$1,000,000	
Sublimits		
Vicarious Law Enforcement Liability, per Occurrence	\$1,000,000	Same as General Liability
Principle of Eminent Domain Including Inverse Condemnation, "Bert J. Harris, Jr., Private Property Rights Protection Act" per Occurrence / Annual Aggregate.	\$100,000	
Sewer Backup and Water Damage: Non-Negligent Claims Negligent Claims.	\$10,000/\$200,000 \$200,000/\$200,000	
Herbicide and Pesticide, per Occurrence	\$1,000,000	

Additional Coverages Included:

1. EMT/Paramedic Professional Services
2. Premises Operations
3. "Insured" Contracts
4. Host Liquor Liability
5. Broad Form Property Damage Subject to \$2,500 Personal Property of Others Sublimit
6. Watercraft Liability (under 52 feet). See policy form for limitations
7. Limited Worldwide Coverage
8. Failure to Supply Water
9. Communicable Disease (Correctional Facilities and Health Care Facilities - \$300,000 Limit)

Notes of Importance:

1. Premium is not audited.
2. Defense Costs are paid in addition to policy limits.
3. In the event an occurrence, accident or offense continues beyond the policy period, the applicable deductible would apply separately to each policy period in which the occurrence, accident or offense was committed or was alleged to have been committed.
4. Limits of Liability are subject to Florida Statute 768.28.
5. Deductible does not apply to claims expense.

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.

Poinciana West Community Development District

General Liability

Exclusions, include but not limited to:

- Expected or intended injury
- Contractual Liability
- Liquor Liability
- Workers' Compensation and similar laws
- Employer's Liability
- Pollution
- Aircraft, Auto or Watercraft
- Mobile Equipment
- War
- Damage to Your Property, Product or Work
- Damage to Impaired Property or Property Not Physically Injured
- Recall of Products, Work or Impaired Property
- Racketeering
- Law Enforcement, except for vicarious liability arising out of an act or omission by a law enforcement agency that is not owned, operated or controlled by the "Covered party" if there is a contract with an outside agency to provide law enforcement for your entity.
- Asbestos, Mold, Fungi, or Bacteria
- Liability arising out of or caused or contributed to by any ownership, maintenance, operation, use, loading, unloading or control of or responsibility for any airfield, airport, aircraft, runway, hangar, building or other property or facility designed for, used, connected, associated or affiliated with or in any way related to aviation or aviation activities; this exclusion does not apply to premises exposure for those common areas open to the public including but not limited to parking areas, sidewalks, and terminal buildings.
- Failure or inability to supply or any interruption of any adequate quantity of power, steam, pressure, or fuel
- Subsidence, erosion or earth movement.
- Hospital / Clinic Medical Malpractice or Health Care Facilities
- Professional Health Care Services, but not including emergency medical services for first aid performed by emergency medical technicians, paramedics or Medical Director while in the course and scope of their duties.
- ERISA
- Actual or alleged illegal discrimination
- Injunctive, declaratory or equitable relief
- Actual or alleged deterioration, bursting breaking, leaking, inadequacy, design of, control of, maintenance of, or any other alleged responsibility for any structure device, or water course, natural or man-made, including, but not limited to: dams, reservoirs, levees, banks, embankments, gates, canals, ditches, gutters, sewers, aqueducts, channels, culvert, retaining walls, drains, tanks, watershed, or drains, a purpose of which is the containing, carrying, impeding, channeling, diverting, or draining of water or other liquid. Does not apply only as to the bursting or failure of man-made sewer, storm water, grey water or potable water supply pipes owned and maintained by Covered Party.
- Sexual abuse after initial discovery

Public Officials Liability/Employment Practices Liability Cyber Liability

Term: October 1, 2021 to October 1, 2022

Company: Preferred Governmental Insurance Trust (*Preferred*)

Form: POL/EPLI: Claims Made – Duty to Defend
Cyber Liability: Claims Made – Duty to Defend

Coverage	Limit	Deductible
Public Officials Liability		
Retroactive Date: Full Prior Acts		
Per Claim – No Aggregate Applies	\$1,000,000	\$0 Per Claim
Employment Practices Liability		
Retroactive Date: Full Prior Acts		
Per Claim – No Aggregate Applies	\$1,000,000	\$0 Per Claim
Sublimits		
Employee Pre-Termination Legal Consultation Services Per Employee	\$2,500	
Aggregate	\$5,000	
Non-Monetary Claims Defense Costs, Aggregate	\$100,000	

Cyber Liability		
Retroactive Date: 10/1/2021		
Each Claim	\$2,000,000	\$25,000 Per Claim
Aggregate for all Notification Costs	\$2,000,000	
Aggregate for all Regulatory Fines & Expenses	\$2,000,000	
Sublimits		
Cyber Crime, Aggregate for all Sublimits below:	\$250,000	
Social Engineering Financial Fraud, per claim	\$250,000	
Funds Transfer Fraud, per claim	\$100,000	
Invoice Manipulation, per claim	\$100,000	
Utility Fraud, Aggregate for all Sublimits below:	\$100,000	
Crypto-Jacking, per claim	\$100,000	
Telecommunications Fraud, per claim	\$100,000	
Bricking Incident, per claim	\$250,000	
Voluntary Shutdown, per claim	\$250,000	
PCI DSS, per claim	\$1,000,000	

*Coverages included in Cyber Liability include the following:

- Media Content Services
- First Party Business Interruption
- Privacy
- First Party Crisis Management
- First Party Extortion Threat
- Network Security

Poinciana West Community Development District

Public Officials Liability/Employment Practices Liability Cyber Liability

Notes of Importance:

1. Defense Costs are paid in addition to policy limits.
2. Deductible does not apply to claims expense.
3. Broadened definition of "Who is an Insured."
4. Limits of Liability are subject to Florida Statute 768.28.

Exclusions, include but not limited to:

- Criminal Acts
- Non-Monetary relief except as provided in the Supplementary Payments
- Bodily Injury, Personal Injury, Property Damage, Advertising Injury
- Damages arising out of Inverse Condemnation, Eminent Domain, Temporary or Permanent taking, Adverse Possession, Dedication by adverse Use, Condemnation Proceedings, or claims brought under Florida Statute 70.001 the "Bert J. Harris Jr., Private Property Rights Protection Act" or any similar claim by whatever named called.
- War, Invasion, Acts of foreign enemies, hostiles or warlike operations, strike, lock-out, riot, civil war, rebellion, revolution, insurrection or civil commotion
- Failure to effect and maintain insurance
- Fiduciary Liability
- Pollution
- Workers' Compensation, Employers Liability and similar laws
- Nuclear
- ERISA of 1974, any similar state or local laws, and any rules and regulations promulgated thereunder and amendments thereto.
- Infringement of copyright, trademark, plagiarism, piracy or misappropriation of any ideas or other intellectual property
- Contractual Liability
- Health Care Professional or Health Care Facilities
- Prior and Pending claims
- Workers' Adjustment and Retraining Notification Act, OSHA, RICO, or ADA
- Law Enforcement Activities
- Insured vs. Insured
- Bonds, Taxes or Construction contracts
- Collective Bargaining Agreements
- Capital Improvement to make property more accessible or accommodating to disabled persons
- Punitive Damages
- Return or improper assessment of taxes, assessments, penalties, fines, fees
- Activities of any attorney-at-law, medical personnel, architect, engineer or accountant, in the scope of their professional duties, except for claims made against them as Public Officials or Employees
- Media Wrongful Act
- Access or Disclosure of Confidential or Personal Information and Data-related Liability

Poinciana West Community Development District

Public Officials Liability/Employment Practices Liability Cyber Liability

Claims Made Policy:

When a policy is on a claims-made basis, coverage triggers based on the actual filing date or receipt of the claim, in addition to the date of loss or injury. It handles any insured loss or claim filed during the policy period, regardless of when the actual loss or injury occurred, subject to the retroactive date on the declarations. Claims-made coverage applies only to covered losses that occur after the retroactive date.

Extended Reporting Periods:

Preferred provides the following Extended Reporting Periods options in the event coverage is cancelled or non-renewed:

Automatic Extended Reporting Period – continued coverage granted for a period of 60 days following the effective date of termination or nonrenewal, but only for Claims first made during the 60 days and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Optional Extended Reporting Period – The Public Entity shall have the right, upon payment of up to 200% of the expiring premium, to purchase an Optional Extended Reporting Period, for the period of 12 months following the effective date of the cancellation or nonrenewal, but only for Claims first made during the Optional Extended Reporting Period and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.



Poinciana West Community Development District

Automobile Liability

Term: October 1, 2021 to October 1, 2022

Company: Preferred Governmental Insurance Trust (*Preferred*)

Coverage	Limit	Symbol	Deductible
Automobile Liability (Based on 00 Vehicles)			
Primary Bodily Injury and Property Damage Liability – Combined Limit	\$1,000,000	8, 9	\$0 Each Accident
Personal Injury Protection	Statutory	5	\$0 Per Person
Medical Payments	Not Applicable	2	N/A
Uninsured Motorist	Rejected	2	N/A

Coverage and Notes of Importance:

1. Defense Costs are paid in addition to policy limits.
2. Hired and non-owned liability is included.
3. Premium is based on number of vehicles and subject to adjustment if schedule is changed.
4. Limits of Liability are subject to Florida Statute 768.28.

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.

Poinciana West Community Development District

Automobile Liability and Physical Damage

Description of Covered Auto Designation Symbols:

SYMBOL	DESCRIPTION
1	= ANY "AUTO"
2	= ALL OWNED "AUTOS" ONLY. Only those "autos" you own and or lease (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This also includes all those "autos" you acquire ownership of after the coverage agreement begins.
3	= OWNED PRIVATE PASSENGER "AUTOS" ONLY. Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the coverage agreement begins.
4	= OWNED "AUTOS" OTHER THAN PRIVATE PASSENGER "AUTOS" ONLY. Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the coverage agreement begins.
5	= OWNED "AUTOS" SUBJECT TO NO-FAULT. Only those "autos" you own and or lease that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the coverage agreement begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	= OWNED "AUTOS" SUBJECT TO A COMPULSORY UNINSURED MOTORIST LAW. Only those "autos" you own and or lease that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the coverage agreement begins provided they are subject to the same state uninsured motorists requirement.
7	= SPECIFICALLY DESCRIBED "AUTOS". Only those "autos" described in ITEM THREE of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in ITEM THREE).
8	= HIRED "AUTOS" ONLY. Only those "autos" you hire rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your employees or partners or members of their households.
9	= NONOWNED "AUTOS" ONLY. Only those "autos" you do not own, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your employees or partners or members of their households but only while used in your business.

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.



Poinciana West Community Development District

Premium Recapitulation

	<u>Annual Premium</u>	<u>Check Option</u>	
		<u>Accept</u>	<u>Reject</u>
<i>Preferred Package</i>			
General Liability	\$2,750.00	<input type="checkbox"/>	<input type="checkbox"/>
Public Officials / Employment Practices Liability	\$2,750.00	<input type="checkbox"/>	<input type="checkbox"/>
Cyber Liability	\$325.00	<input type="checkbox"/>	<input type="checkbox"/>
Automobile Liability	\$500.00	<input type="checkbox"/>	<input type="checkbox"/>
 Package Payment Plan:	 Annual	 <input type="checkbox"/>	 <input type="checkbox"/>

I authorize PRIA to request the underwriters to bind coverage on the items indicated above and acknowledge receipt of the Compensation and Financial Condition Disclosure(s) provided in this proposal.



(Signature)

(Name & Title)

(Date)

Poinciana West Community Development District

Notes of Importance:

1. Quotes provided in the proposal are valid until 10/1/2021. After this date terms and conditions are subject to change by the underwriters.
2. *Preferred* is not subject to the Florida Insurance Guaranty Act, in the event it becomes unable to meet its claims payment obligations. However, insured is named on excess of loss policies.
3. Some of the Carriers of the *Preferred* excess of loss policies are issued pursuant to the FL Surplus Lines laws. Entities insured by surplus lines carriers do not have the protection of the FL Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent, unlicensed insurer.
4. Quote is subject to review and acceptance by *Preferred* Board of Trustees.
5. Premiums are subject to change if all lines of coverage quoted are not bound. **Premiums are subject to 25% minimum premium upon binding.**
6. Not all coverages requested may be provided in this quotation.
7. The Trust requires all Members to maintain valid and current certificates of workers' compensation insurance for all work performed by persons other than its employees.
8. **The total premium is due within 30 days of inception. Premium financing can be arranged if needed.**
9. Quote is not bound until written orders to bind are received from the insured and the Trust subsequently accepts the risk.
10. Should signed application reveal differing details/data than original application received, the entire quote/binder is subject to revision and possible retraction.
11. Higher limits of liability may be available. Please consult with your agent.
12. This proposal is based upon exposures to loss made known to the Public Risk Insurance Advisors. Any changes in exposures (i.e. new operations, new acquisitions of property or change in liability exposure) need to be promptly reported to us in order that proper coverage may be put into place.
13. **This proposal is intended to give a brief overview. Please refer to coverage agreements for complete information regarding definition of terms, deductibles, sub-limits, restrictions and exclusions that may apply. In the event of any differences, the policy will prevail.**

Retail Compensation Disclosure

In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or "pooled") with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date of premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

If an intermediary is utilized in the placement of coverage, the intermediary may or may not be owned in whole or part by Brown & Brown, Inc. or its subsidiaries. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so. In addition to providing access to the insurance company, the Wholesale Insurance Broker/Managing General Agent may provide additional services including, but not limited to: underwriting; loss control; risk placement; coverage review; claims coordination with insurance company; and policy issuance. Compensation paid for those services is derived from your premium payment, which may on average be 15% of the premium you pay for coverage, and may include additional fees charged by the intermediary.

Questions and Information Requests. Should you have any questions, or require additional information, please contact this office at (386) 252-6176 or, if you prefer, submit your question or request online at <http://www.bbinsurance.com/customerinquiry/>.

Poinciana West Community Development District

***PREFERRED* Compensation Disclosure**

We appreciate the opportunity to assist with your insurance needs. Information concerning compensation paid to other entities for this placement and related services appears below. Please do not hesitate to contact us if any additional information is required.

Our office is owned by Brown & Brown, Inc. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so.

For the 2020 – 2021 policy year, your insurance was placed with Preferred Governmental Insurance Trust (*Preferred*). *Preferred* is an insurance trust formed by Florida public entities through an Interlocal Agreement for the purpose of providing its members with an array of insurance coverages and services. *Preferred* has contracted with entities owned by Brown & Brown, Inc. to perform various services. As explained below, those Brown & Brown entities are compensated for their services.

Preferred has contracted with Public Risk Underwriters (PRU), a company owned by Brown & Brown, Inc., to administer *Preferred*'s operations. The administrative services provided by PRU to *Preferred* include:

- Underwriting
- Coverage review
- Marketing
- Policy Review
- Accounting
- Issuance of *Preferred* Coverage Agreements
- *Preferred* Member Liaison
- Risk Assessment and Control

Pursuant to its contract with *Preferred*, Public Risk Underwriters of Florida, Inc. (PRU) receives an administration fee, based on the size and complexity of the account, of up to 10% of the *Preferred* premiums billed and collected.

Preferred has also contracted with Preferred Governmental Claims Solutions (PGCS), a company owned by Brown & Brown, Inc., for purposes of administering the claims of *Preferred* members. The services provided by PGCS to *Preferred* may include:

- Claims Liaison with Insurance Company
- Claims Liaison with *Preferred* Members
- Claims Adjustment

Pursuant to its contract with *Preferred*, PGCS receives a claims administration fee for those accounts which PGCS services of up to 5% of the non-property portion of the premiums you pay to *Preferred*.

Preferred also utilizes wholesale insurance brokers, some of which (such as Peachtree Special Risk Brokers and Apex Insurance Services) are owned by Brown & Brown, Inc., for the placement of *Preferred*'s insurance policies. The wholesale insurance broker may provide the following services:

- Risk Placement
- Coverage review
- Claims Liaison with Insurance Company
- Policy Review
- Current Market Intelligence

The wholesale insurance broker's compensation is largely dictated by the insurance company. It typically ranges between 10% and 17% of the premiums you pay to *Preferred* for your coverage.



Poinciana West Community Development District

Notice of Carrier Financial Status

Risk Management Associates, Inc. dba Public Risk Insurance Advisors, and its parent company, Brown & Brown, Inc. (collectively "Brown & Brown") do not certify, warrant or guarantee the financial soundness or stability of any insurance carrier or alternative risk transfer or pooling entity. We endeavored to place your coverage with an insurance carrier with an AM Best Company financial rating of "A-" or better.* While Brown & Brown cannot certify, warrant or guarantee the financial soundness or stability of any insurance carrier or alternative risk transfer or pooling entity or otherwise predict whether the financial condition of any such entity might improve or deteriorate, we are hereby providing you with notice and disclosure of financial condition so that you can make an informed decision regarding the placement of coverage. Accordingly, with receipt of this notice you acknowledge the following with regard to the placement and any subsequent renewal of the coverage indicated below:

- Brown & Brown may have other options for your insurance placement, including quotations with insurance carriers holding an "A-" or better rating from AM Best Company. Alternative quotes may be available with an A- or better rated carrier upon your request.
- Coverage is being quoted through **Preferred Governmental Insurance Trust ("Preferred")**, which is as a Florida local government self-insurance fund established pursuant to Section 624.4622, Florida Statutes, as such **Preferred** is not rated by the AM Best Company.
- **Preferred** is not subject to the protections afforded by any state guaranty fund or association.
- The financial condition of insurance companies and other coverage providers including local government self-insurance funds like **Preferred** may change rapidly and that such changes are beyond the control of Brown & Brown.
- You should review the financial and membership information from **Preferred** and agree to abide by the conditions of membership established by **Preferred**.
- You should consider the information provided, including the **Preferred** coverage quote and coverage placement and review it with your accountants, legal counsel and advisors.

Named Insured: Poinciana West Community Development District
Line of Coverage(s): General Liability, Public Officials/Employment Practices Liability, Cyber Liability, Auto Liability
Policy Number(s): PK FL1 0534023 21-01
Policy Period(s): 10/1/2021 – 10/1/2022
Date of Notice: 9/3/2021

* AM Best Rating Guide: Rating for Stability: A++ to F = Highest to lowest rating
 Financial Size Category: XV to I - Largest to smallest rating

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.



Poinciana West Community Development District

Guide to Bests Ratings		
Best Category	Rating	Description
Secure	A++	Superior
Secure	A+	Superior
Secure	A	Excellent
Secure	A-	Excellent
Secure	B++	Very Good
Secure	B+	Very Good
Vulnerable	B	Fair
Vulnerable	B-	Fair
Vulnerable	C++	Marginal
Vulnerable	C+	Marginal
Vulnerable	C	Weak
Vulnerable	C-	Weak
Vulnerable	D	Poor
Vulnerable	E	Under Regulatory Supervision
Vulnerable	F	In Liquidation
Vulnerable	S	Rating Suspended
Not Rated	NR-1	Insufficient Data
Not Rated	NR-2	Insufficient Size and/or operating experience
Not Rated	NR-3	Rating Procedure Inapplicable
Not Rated	NR-4	Company Request
Not Rated	NR-5	Not Formally Followed
Rating Modifier	u	Under Review
Rating Modifier	q	Qualified
Affiliation Code	g	Group
Affiliation Code	p	Pooled
Affiliation Code	r	Reinsured

Guide to Best's Financial Size Categories		
Reflects size of insurance company based on their capital, surplus and conditional reserve funds in U.S. dollars.	I	Less than \$1,000,000
	II	\$1,000,000 - \$2,000,000
	III	\$2,000,000 - \$5,000,000
	IV	\$5,000,000 - \$10,000,000
	V	\$10,000,000 - \$25,000,000
	VI	\$25,000,000 - \$50,000,000
	VII	\$50,000,000 - \$100,000,000
	VIII	\$100,000,000 - \$250,000,000
	IX	\$250,000,000 - \$500,000,000
	X	\$500,000,000 - \$750,000,000
	XI	\$750,000,000 - \$1,000,000,000
	XII	\$1,000,000,000 - \$1,250,000,000
	XIII	\$1,250,000,000 - \$1,500,000,000
	XIV	\$1,500,000,000 - \$2,000,000,000
	XV	Greater than \$2,000,000,000

Public Risk Insurance Advisors always strives to place your coverage with highly secure insurance companies. We cannot, however, guarantee the financial stability of any carrier.

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.



Named Covered Party: Poinciana West Community Development District
 Agreement Number: 10/01/2021 to 10/01/2022
 Coverage Provided By: Preferred Governmental Insurance Trust
 Quote Number: PK FL1 0534023 21-01

YOU ARE ELECTING NOT TO PURCHASE CERTAIN VALUABLE COVERAGE WHICH PROTECTS YOU AND YOUR FAMILY OR YOU ARE PURCHASING UNINSURED MOTORISTS LIMITS LESS THAN YOUR BODILY INJURY LIABILITY LIMITS WHEN YOU SIGN THIS FORM. PLEASE READ CAREFULLY.

Uninsured Motorist coverage provides for payment of certain benefits for damages caused by owners or operators of uninsured motor vehicles because of bodily injury or death resulting there from. Such benefits may include payments for certain medical expenses, lost wages, and pain and suffering, subject to limitations and conditions contained in the Coverage Agreement. For the purpose of this coverage, an uninsured motor vehicle may include a motor vehicle as to which the bodily injury limits are less than your damages.

Florida law requires that automobile liability coverage agreements include Uninsured Motorist coverage at limits equal to the Bodily Injury limits in your coverage agreement unless you select a lower limit offered by the Trust, or reject Uninsured Motorist entirely. Please indicate whether you desire to entirely reject Uninsured Motorist coverage, or, whether you desire this coverage at limits lower than the Bodily Injury Liability limits of your Coverage Agreement:

- a. I hereby reject Uninsured Motorist coverage.
- b. I hereby select the following Uninsured Motorist limits which are lower than my Bodily Injury Liability Limits:
 each person (enter limit if applicable)
 \$0 each accident
- c. I hereby select Uninsured Motorist coverage limits equal to my Bodily Injury Liability limits. (If you select this option disregard the bold face statement above.)

ELECTION OF NON-STACKED COVERAGE

(Do not complete if you have rejected Uninsured Motorist)

You have the option to purchase, at a reduced rate, non-stacked (limited) type of Uninsured Motorists coverage. Under this form if injury occurs in a vehicle owned or leased by you or any family member who resides with you, this Coverage Agreement will apply only to the extent of coverage (if any) which applies to that vehicle in this Coverage Agreement. If an injury occurs while occupying someone else's vehicle, or you are struck as a pedestrian, you are entitled to select the highest limits of Uninsured Motorist coverage available on any one vehicle for which you are a Named Covered Party, covered family member, or covered resident of the Named Covered Party's household. This Coverage Agreement will not apply if you select the coverage available under any other Coverage Agreement issued to you or the Coverage Agreement of any other family member who resides with you.

If you do not elect to purchase the non-stacked form, your Coverage Agreement limit(s) for each motor vehicle are added together (stacked) for all covered injuries. Thus, your Coverage Agreement limits would automatically change during the Coverage Agreement term if you increase or decrease the number of autos covered under the Coverage Agreement.

- I hereby elect the non-stacked form of Uninsured Motorist coverage.

I understand and agree that selection of any of the above options applies to my liability Coverage Agreement and future renewals or replacements of such Coverage Agreement which are issued at the same Bodily Injury Liability limits. If I decide to select another option at some future time, I must let the Trust or my agent know in writing.



Signature _____ Title _____

Name _____ Date _____

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.



SIGNATURE PAGE

Policy#: PK FL1 0534023 21-01

Named Covered Party: Poinciana West Community Development District

Effective: 10/01/2021

Termination: 10/01/2022

I hereby confirm that the limits/coverages as shown here, corresponding with the Coverage Agreement, are correct:

N/A	Property TIV: Not Included
N/A	Inland Marine Blanket Unscheduled IM: Not Included Scheduled Inland Marine: Not Included Total All Inland Marine: Not Included
N/A	Property TRIA (Terrorism Risk Insurance Act) coverage
N/A	Crime
X	General Liability Ratable Payroll: Not Included
N/A	Law Enforcement Liability Officers: Not Included
X	Professional Liability Employees: Not Included
X	Automobile 0 Units - Auto Liability 0 Units - Comprehensive 0 Units - Collision
N/A	Stop Loss Aggregate: Not Included Applies to:
N/A	Excess Workers' Compensation Payroll: Not Included
X	I confirm that I have received a copy of Preferred's Current Interlocal Agreement (last amended October 1, 2004) and Amendment A (effective October 1, 2013).
X	I confirm having read and agreed to the terms as laid out in the attached Preferred Participation Agreement (which also requires a signature).

A signed copy of the following is also required where applicable: First Page of Preferred Application; Professional Liability Application; Uninsured Motorist Rejection/Election Form; SIR Signature Page.



Signature _____ Title _____

Name _____ Date _____

Coverage is provided by Preferred Governmental Insurance Trust

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

PARTICIPATION AGREEMENT

Application for Membership in the Preferred Governmental Insurance Trust

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Trust for continuing workers compensation, liability, property and/or casualty coverage through membership in the Preferred Governmental Insurance Trust, to become effective 12:01 a.m. 10/01/2021 (effective date of coverage agreement), and if accepted by the Fund's duly authorized representative, does hereby agree as follows:

(a) To accept and be bound by the provisions of the Florida Workers' Compensation Act;

(b) That, by this reference, the terms and provisions of the Amended Interlocal Agreement creating the Preferred Governmental Insurance Trust date October 1, 2004 are hereby adopted, approved and ratified by the undersigned local governmental entity. The undersigned local governmental entity certifies that it has received a copy of the aforementioned Amended Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Amended Interlocal Agreement as provided therein;

(c) To pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, to pay any reasonable late penalties and charges arising therefrom, and all costs of collection thereof, including reasonable attorneys' fees;

(d) To abide by the rules and regulations adopted by the Board of Trustees of the Fund;

(e) That should either the Applicant or the Fund desire to cancel coverage, it will give not less than thirty (30) days prior written notice of cancellation;

(f) That all information contained in the underwriting application provided to the Fund as a condition precedent to participation in the Fund is true, correct and accurate in all respects.

Poinciana West CDD
(Name of Local Governmental Entity)

Witness Signature



By: _____
Signature



Printed Name

Printed Name

Witness Signature



Title: _____

Printed Name

For Internal Use Only

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE THE ___ DAY OF _____, 20 __. SIGNED THIS ___ DAY OF _____, 20 __.

By: _____
Administrator/Trustee

**AMENDED INTERLOCAL AGREEMENT CREATING
THE
PREFERRED GOVERNMENTAL INSURANCE TRUST**

This Amended Interlocal Agreement, restating and modifying the Preferred Governmental Insurance Trust, is made and entered into effective October 1, 2004, by and among the Local Governmental Entities who have executed Participation Agreements (Application for Membership in the Preferred Governmental Insurance Trust) to become effective October 1, 2004, such Local Governmental Entities representing one hundred percent (100%) of the Governmental Entities participating in the Preferred Governmental Insurance Trust, together with such other Local Governmental Entities who hereafter become members of the Fund, for the purposes and subject to the conditions and restrictions, as hereinafter set forth.

WITNESSETH:

WHEREAS, Article VIII, Section 2, Florida Constitution, provides municipalities shall have governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes except as otherwise provided by law; and

WHEREAS, Section 125.01, Florida Statutes, provides that counties shall have the power to carry on county government and to exercise all powers and privileges not specifically prohibited by law; and

WHEREAS, Section 166.021, Florida Statutes, provides in part that "...municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law."; and

WHEREAS, Section 163.01, Florida Statutes, commonly known as the "Florida Interlocal Cooperation Act of 1969", provides that Local Governmental Entities may enter

into interlocal agreements in order to make the most efficient use of their powers by enabling them to cooperate with other Local Governmental Entities on a basis of mutual advantage, thereby providing services and facilities in a manner, and pursuant to forms of governmental organization, that will best accord with geographic, economic, population, and other factors influencing the needs and development of Local Communities; and

WHEREAS, Section 624.4622, Florida Statutes, provides that any two or more Local Governmental Entities may enter into an interlocal agreement for the purpose of securing the payment of benefits under Chapter 440, Florida Statutes, provided such local governmental self- insurance fund created thereby has an annual normal premium in excess of five million dollars (\$5,000,000.00), maintains a continuing program of excess insurance coverage, submits annual audited year-end financial statements, and has a governing body which is comprised entirely of local elected officials; and

WHEREAS, Section 768.28, Florida Statutes, provides that the state and its agencies and subdivisions are authorized to be self-insured, to enter into risk management programs, or to purchase liability insurance for whatever coverage they may choose, or to have any combination thereof, in anticipation of any claim, judgment, and claims bill which they may be liable to pay pursuant to such section; and

WHEREAS, Section 111.072, Florida Statutes, authorizes any county, municipality, or political subdivision to be self-insured, to enter into risk management programs, or to purchase liability insurance for whatever coverage it may choose, or to have any combination thereof in anticipation of any judgment or settlement which its officers, employees, or agents may be liable to pay pursuant to a civil or civil rights lawsuit described in s. 111.07, Florida Statutes; and

WHEREAS, Section 624.462, Florida Statutes, provides that a governmental self-insurance pool created pursuant to Section 768.28(16), Florida Statutes, shall not be considered a commercial self-insurance fund; and

WHEREAS, each of the participating Local Governmental Entities which are party to this Agreement, and all subsequent Local Governmental Entities which become party to this

Agreement, are public agencies as defined in Section 163.01, Florida Statutes, and are authorized to enter into this Interlocal Agreement by executing a Participation Agreement; and

WHEREAS, each of the Local Governmental Entities which are a party to this Agreement have the powers and authorities to establish, operate and maintain their own individual self-insured programs for the purpose of securing payment of benefits under Chapter 440, Florida Statutes; and

WHEREAS, each of the Local Governmental Entities which are a party to this Agreement have the powers and authorities to establish, operate and maintain their own individual self-insured programs for the purpose of securing payment of benefits under risk management programs or liability insurance programs; and

WHEREAS, it is in the public interest, and in the best interest of the parties hereto, that they join together to establish a consolidated and comprehensive Fund for the payment of benefits under the Florida Workers' Compensation Law, payment of claims, judgments and claims bills which they may become liable to pay, payment of certain civil rights liabilities, payment of casualty and property losses, and the purchase of appropriate policies of insurance, excess insurance and reinsurance to provide protection against such claims and liabilities; and

WHEREAS, the governing authority of each of the Local Governmental Entities which are a party to this Agreement have duly authorized the execution and delivery of a Participation Agreement obligating such Governmental Entity to full performance of this Agreement; and

WHEREAS, it is the intent of this Agreement to allow participation by additional Local Governmental Entities in the self-insurance fund created hereby, pursuant to the terms and conditions of this Interlocal Agreement;

NOW, THEREFORE, by virtue of the execution and delivery of a Participation Agreement, the parties hereto do hereby covenant and agree as follows

SECTION I
INCORPORATION OF RECITALS

The foregoing WHEREAS clauses are incorporated in, and made a part of, this Amended Interlocal Agreement.

SECTION II
DEFINITIONS

The following definitions shall apply to the provisions of this Amended Interlocal Agreement:

- 2.1 **ADMINISTRATOR.** An individual, partnership or corporation engaged by the Fund to carry out the policies of the Fund and provide the day-to-day executive management and oversight of the Fund's operations, including, but not limited to, administration, marketing, underwriting, quoting, issuance, maintenance and auditing of coverage terms, coordinating other third party service providers retained by the Fund and ensuring that the policies and decisions of the Board of Trustees are implemented.
- 2.2 **CLAIMS MANAGEMENT.** "Claims Management" shall mean the process of identifying, receiving, handling, adjusting, reserving, resolving and planning for the funding of eligible claims made by or against any Member of the Trust and any other necessary risk management operations.
- 2.3 **CONTRIBUTION(S).** "Contribution(s)" shall mean any premium charge or other consideration imposed or collected by, or on behalf of the Trust, from its Members based on criteria adopted from time to time by the Board of Trustees. Contributions may be determined and set with respect to all Members, any individual Member or otherwise. The terms "Contribution(s)", "Premium(s)" and "Premium Contribution(s)" are used interchangeably and synonymously throughout this Agreement.
- 2.4 **COVERAGE TERMS.** "Coverage Terms" or "Coverage Agreements" shall mean the terms and conditions of certificates of insurance, policies of insurance, endorsements to policies of insurance, excess insurance policies and reinsurance policies which are provided to Fund Members from time to time

which comprehensively set forth the insurance coverages provided to the Fund Members, as may be modified or altered from time to time with respect to all Members, any individual Member, or otherwise, within the applicable notice and procedural requirements of law, or in any other rules and regulations adopted by the Board of Trustees.

- 2.5 FUND.** “Fund” shall mean the group self-insurer’s fund or trust fund which is hereby created for the purposes set forth herein, known as the Preferred Governmental Insurance Trust. The terms “Fund”, “Trust” and “Trust Fund” are used interchangeably and synonymously throughout this Agreement.
- 2.6 LOCAL GOVERNMENTAL ENTITY OR ENTITIES.** “Local Governmental Entity or Entities” shall mean any “public agency” as defined by Section 163.01(3)(b), Florida Statutes.
- 2.7 MEMBER.** “Member” shall mean a Local Governmental Entity which has duly executed a Participation Agreement and otherwise has complied with all provisions of this Agreement, and which thereafter is entitled to all the rights and benefits conferred by, and subject to all conditions and obligations imposed by, this Agreement, the Coverage Terms, or any rules and regulations which may be adopted by the Board of Trustees.
- 2.8 NON-COMPLIANCE.** “Non-Compliance” shall mean the failure to comply with the terms of this Agreement, the Coverage Terms, or any rules and regulations which may be adopted by the Board of Trustees, but only to the extent that such Non-Compliance is deemed material by, and within the sole discretion of, the Board of Trustees.
- 2.9 PARTICIPATION AGREEMENT.** “Participation Agreement” shall mean the application for membership in the Preferred Governmental Insurance Trust pursuant to which an applying member agrees to be bound by the provisions of the Florida Workers’ Compensation Act, this Amended Interlocal Agreement, the rules and regulations adopted by the Board of Trustees of the Fund, and when accepted by the Board of Trustees or their duly authorized representative, becomes a part of the Interlocal Agreement between the applying member and the Fund.
- 2.10 PREMIUM(S).** “Premium(s)” shall mean “Contribution(s)”.

- 2.11 **PREMIUM CONTRIBUTION(S)**. “Premium Contribution(s)” shall mean Contribution(s).
- 2.12 **THIRD-PARTY CLAIMS MANAGER**. “Third-Party Claims Manager” shall mean an individual or organization providing claims management services to the Fund.
- 2.13 **TRUST**. “Trust” shall mean the “Fund”.
- 2.14 **TRUSTEES**. “Trustees” or “Board of Trustees” shall mean the collegial body charged with the operation and administration of the Fund pursuant to the provisions of this Agreement.
- 2.15 **TRUST FUND**. “Trust Fund” shall mean the “Fund”.

SECTION III
ESTABLISHMENT OF “PREFERRED
GOVERNMENTAL INSURANCE TRUST”
AS A SELF-INSURED FUND

- 3.1 **ESTABLISHMENT**. The Preferred Governmental Insurance Trust is hereby established and created pursuant to the provisions of Article VIII, Section 2, of the Florida Constitution, Sections 125.01, 163.01, 624.4622, 768.28(15)(a) and 111.072, Florida Statutes, for the purposes, and with the powers, duties and obligations, as herein set forth.
- 3.2 **LOCATION**. The location of the principal office of the Trust shall be determined from time to time by the Board of Trustees.
- 3.3 **PURPOSES**. This Amended Interlocal Agreement is made and executed, and the Fund created hereby is established for the purposes of:
 - (a) Pooling Member’s resources to fulfill Members’ legal liabilities and obligations, including, but not limited to, providing for the payment of benefits under the Florida Workers’ Compensation Law;
 - (b) To minimize the cost of providing workers’ compensation coverage by developing and refining specialized claim services, by developing and refining, internally or through third party service providers, a managed care system, together with the development and refining of loss prevention programs for the Members;

- (c) To pay or provide for general liability and casualty coverage to participating Members, including, but not limited to, public officials errors and omissions, employment practices liability and law enforcement liability claims;
- (d) To pay or provide for property coverage to participating Members;
- (e) To pay for or provide to its participating Members coverage in anticipation of any judgment or settlement resulting from a civil rights action arising under federal law;
- (f) To pay for or provide to participating Members coverage in anticipation of any claims bill passed by the Legislature;
- (g) To pay for or provide to participating Members coverage for any other risk authorized under Florida law to be self-insured;
- (h) To pay for or provide to participating Members all or a part of such coverages.

This Agreement is not intended to create a partnership or other legal entity whereby one Member assumes the obligations of another Member, or the obligations of the Fund in general.

3.4 NON-ASSESSABILITY. Should a deficit develop in the Trust, after excess reinsurance recoveries, whereby claims or other expenses cannot be paid, each individual Member shall assume liability for the costs of claims brought against that Member as if such Member were individually self-insured. Each individual Member shall thereafter be responsible for its individual costs including, but not limited to, claims administration without an obligation to, or a right of contribution from, other Members.

3.5 POWERS. The Trust shall have all the rights, powers, duties and privileges as set forth in Article VIII, Section 2 of the Florida Constitution, and Sections 163.01, et seq., 624.4622, 768.28(15)(a) and 111.072, Florida Statutes, and any other applicable Florida Statutes, which are necessary to accomplish the purposes described in Section 3.3, including but not limited to the following:

- (a) Securing the payment of benefits under Chapter 440, Florida Statutes.
- (b) Collecting premiums from Members for the purpose of paying for or providing casualty, property, and liability coverage, and securing the payment of claims associated therewith.

- (c) Paying for or providing coverage for any other risk authorized under Florida law to be self-insured.
- (d) Paying for or providing all or a part of such coverages.
- (e) To make, enter into, and arrange for insurance, reinsurance, excess insurance, catastrophic insurance, stop-loss insurance, or any other coverage as the Fund shall deem necessary and appropriate, without such purchase being deemed a waiver of sovereign immunity.
- (f) To pay, or approve the payment of, any expenses and fees associated with the operation of the Fund.
- (g) To indemnify and hold harmless any Trustee, officer of the Fund, or any person acting on behalf of the Fund, to the fullest extent such indemnification is permitted by law, against (1) reasonable expenses actually and necessarily incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil, administrative or civil investigative, including any action, suit or proceeding by or on behalf of the Fund, seeking to hold said person liable by reason of the fact that he or she was acting in such capacity, and (2) reasonable payments made by him or her in satisfaction of any judgment, monetary decree or settlement for which he or she may have become liable in any such action, suit or proceeding by reason of the fact that he or she was acting in such capacity. This indemnification is not intended to, and does not, waive any immunities provided to Members of the Fund, Trustees serving in their capacity as Trustees to the Fund, or to officers or employees of the Fund, by virtue of the laws of the state of Florida, but is merely in addition to such rights, privileges and immunities. (Ref. 624.489 and 768.28, FS).

SECTION IV
ADMINISTRATION OF FUND

- 4.1 MEETINGS.** The Board of Trustees shall meet at such time and in such location as may be acceptable to a majority of the Board of Trustees. The Chairman of the Board of Trustees or his designee shall set the date, time and location of each meeting, and notice thereof shall be furnished to each

Trustee by the Chairman or his designee not less than ten (10) days prior to the date of such meeting. Such notice shall specify the date, time and location of such meeting and may specify the purpose thereof, and any action proposed to be taken there at. Such notice shall be directed to each Trustee by mail to the address of such Trustee as is recorded in the office or offices of the Fund. In no event shall the Board of Trustees meet less than quarterly.

The Chairman of the Board or any three (3) Trustees may call a special meeting and direct the Administrator to send the prerequisite notice for any special meeting of the Board of Trustees. Special meetings of the Board of Trustees may be held at any time and place without notice, or with less than the prerequisite notice, provided all Trustees execute a waiver of notice and consent to said meeting.

For purposes of a duly called meeting of the Board of Trustees, a quorum shall exist if a majority of the members of the Board of Trustees are present.

The Administrator shall keep minutes of all meetings, proceedings and acts of the Board of Trustees, but such minutes need not be verbatim. Copies of all minutes of the Board of Trustees shall be sent by the Administrator to all Trustees.

- 4.2 VOTING.** All actions by, and decisions of, the Board of Trustees shall be by vote of a majority of the Trustees attending a duly called meeting of the Board of Trustees at which a quorum is present; however, in the event of a duly called special meeting, all actions by, and decisions of, the Board of Trustees may be by vote of a majority of the Trustees present and attending such special meeting if a proper waiver of notice and consent was obtained as provided herein.
- 4.3 OFFICE OF THE FUND.** The Board of Trustees shall establish, maintain and provide adequate funding for an office or offices for the administration of the Fund. The address of such office or offices shall be made known to the units of local governments eligible to participate in, or participating in, the Fund. The books and records pertaining to the Fund and its administration shall be kept and maintained at the office or offices of the Fund.
- 4.4 EXECUTION OF DOCUMENTS.** A certificate, document, or other instrument signed by the Chairman or the Administrator of the Fund shall be evidence of the

action of the Board of Trustees and any such certificate, document, or other instrument so signed shall conclusively be presumed to be authentic. Likewise, all acts and matters stated therein shall conclusively be presumed to be true.

- 4.5 **APPOINTMENT OF ADMINISTRATOR.** The trustees shall designate and provide compensation for an Administrator to administer the affairs of the Fund. Any Administrator so designated shall furnish the board of Trustees with a fidelity bond with the Trustees as named obligee. The amount of such bond shall be determined by the Trustees and the evidence thereof shall be available to all units of government eligible to participate, or participating in, the Fund.
- 4.6 **COMPENSATION AND REIMBURSEMENT OF TRUSTEES.** The Board of Trustees may from time to time establish a reasonable amount of compensation to cover attendance at a duly called meeting by the Board of Trustees, or to cover the performance of the normal duties of a Trustee. Such compensation shall include reimbursement for reasonable and necessary expenses incurred therewith.

SECTION V

**NUMBER, QUALIFICATION, TERM OF OFFICE
AND POWER AND DUTIES OF TRUSTEES**

- 5.1 **NUMBER AND QUALIFICATION OF TRUSTEES.** The operation and administration of the Trust shall be the joint responsibility of a Board of Trustees consisting of seven (7) Trustees. No Trustee may be elected who is, or continue to serve as a Trustee after becoming, an owner, officer, or employee of a service provider to the Fund. Each Trustee shall be an elected official of a Member. No two (2) Trustees may be elected officials from the same Member. Each Trustee shall serve for a period of four (4) years, or the balance of such Trustee's term of office as an elected official of the Member, whichever shall first occur. A Trustee may serve successive four (4) year terms provided such Trustee continues to remain an elected official of a Member. Each and every Trustee named, and each successor Trustee, shall acknowledge and

consent to their election as a Trustee by giving written notice of acceptance of such appointment to the chairman, or acting chairman of the Board of Trustees.

- 5.2 RESIGNATION AND REMOVAL OF A TRUSTEE.** A Trustee may resign and become and remain fully discharged from all further duties or responsibilities hereunder, by giving at least sixty (60) days prior written notice sent by certified mail, overnight delivery or other appropriate method of delivery to the chairman or acting chairman of the Board of Trustees. Such notice shall state the date said resignation shall take effect, and such resignation shall take effect on the date designated unless a successor Trustee has been elected at an earlier date as herein provided, in which event resignation shall take effect immediately upon the election of such successor Trustee. Additionally, oral notice of resignation may be given at any duly convened meeting of the Trustees, which said oral notice of resignation shall be incorporated, and made a part of, the minutes of such duly convened meeting. A Trustee may be removed by a majority vote of the Board of Trustees or by a majority vote of the Members. Any Trustee, upon leaving office, shall forthwith turn over and deliver to the chairman or the secretary of the Trustees at the principal office of the Trust any and all records, books, documents or other property in such Trustees possession, or under such Trustees control, which belongs to the Trust.
- 5.3 ELECTION OF SUCCESSOR TRUSTEES.** Successor Trustees shall be elected by a majority vote of the Board of Trustees. Nominations for the election of Trustees may be made by the Board of Trustees or by any Member of the Fund.
- 5.4 TRUSTEE TITLE.** In the event of death, resignation, refusal or inability to act by any one or more of the Trustees, the remaining Trustees shall have all the powers, rights, estates and interests of this Trust and shall be charged with its duties and responsibilities; provided, however, that in such case(s), no action may be taken unless it is concurred in by a majority of the remaining Trustees.
- 5.5 TRUSTEE OFFICERS.** The Trustees shall elect from among themselves a chairman, vice-chairman and secretary of the Board of Trustees. Such

officers shall be elected annually at the end of the fiscal year of the Trust, and may succeed themselves.

5.6 POWER AND AUTHORITY. The Board of Trustees shall be charged with the duty of the general supervision and operation of the Fund, and shall conduct the business activities of the Fund in accordance with this Agreement, its by-laws, rules and regulations and applicable federal and state statutes and rules and regulations. In connection therewith, the Board of Trustees may exercise the following authority and powers:

(a) To collect premiums from participating Members in an amount individually agreed to by the Fund and said Members for the purpose of paying for or providing the coverages provided in this Agreement to participating Members.

(b) To pay for or provide such excess insurance or reinsurance coverage as is necessary to accomplish the purpose of the Fund.

(c) To borrow funds, issue bonds and other certificates of indebtedness, and arrange for lines or letters of credit to assist in providing the coverages provided in this Agreement to participating Members.

(d) To pay for or provide appropriate liability and other types of insurance to cover the acts of the Board of Trustees of the Fund.

(e) To contract with appropriate professional service providers to meet the purposes of the Fund, and to expend funds for the reasonable operating and administrative expenses of the Fund, including but not limited to, all reasonable and necessary expenses which may be incurred in connection with the establishment of the Fund, in connection with the employment of such administrative, legal, accounting, and other expert or clerical assistance to the Fund, and in connection with the leasing and purchase of such premise, material, supplies and equipment as the Board, in its discretion, may deem necessary for or appropriate to the performance of its duties, or the duties of the Administrator or the other agents or employees of the Fund.

(f) To pay claims the Fund becomes legally obliged to pay pursuant to the Coverage Agreements entered into by and between the Fund and participating Members.

- (g) To establish and accumulate as part of the Fund adequate reserves to carry out the purposes of the Fund.
- (h) To pay premiums on, and to otherwise secure or provide, insurance products that are ancillary to the coverages authorized by this Agreement.
- (i) To invest and reinvest funds that may come into the possession of the Fund.
- (j) To assume the assets and liabilities of the Fund.
- (k) To take such actions and expend such funds as are reasonably necessary to facilitate the cessation of the business of the Fund.
- (l) To exercise such powers that are authorized to be exercised by trustees under and pursuant to the laws of Florida.
- (m) To take such other action and expend such funds as are reasonably necessary to accomplish the purposes of the Fund.

5.7 APPROVAL OF MEMBERS. The Board of Trustees, after the inception of the Fund, shall receive applications for membership from prospective new participants in the Fund and shall approve applications for membership in accordance with the terms of this Agreement, any Participation Agreement, applicable federal and state statutes and rules and regulations, and the rules and regulations established by the Board of Trustees for the admission of new members into the Fund; provided, however, no prospective member may participate in the Fund unless such prospective member is a public agency of the state. As used herein, the phrase “public agency” includes, but is not limited to, the state, its agencies, counties, municipalities, special districts, school districts, and other governmental entities; the independent establishments and constitutional officers of the state, counties, municipalities, school districts, special districts, and other governmental entities; and corporations primarily acting as instrumentalities or agencies of the state, counties, municipalities, special districts, school districts, and other governmental entities. The Board of Trustees shall be the sole judge of whether or not an applicant for membership shall be eligible to participate in the Fund; provided, however, the Board of Trustees may delegate the functions associated with approval of Members to the Administrator.

- 5.8** REPORTING. The Board of Trustees shall be responsible for and shall cause to be prepared and filed such annual or other periodic audits, reports and disclosures as may be required from time to time pursuant to applicable federal and state statutes and rules and regulations, including, but not limited to, periodic payroll audits, periodic summary loss reports, periodic statements of financial condition, certified audits, appropriate applications filed by prospective new members, reports as to financial standings, payroll records, reports relating to coverage, experience, loss and compensation payments, summary loss data statements, periodic status reports, and any other such reports as may be required from time to time to accomplish the purpose of the Fund or to satisfy the requirements of appropriate governmental entities.
- 5.9** TRUSTEES' LIABILITY. The Trustees and their agents and employees shall not be liable for any act of omission or commission taken pursuant to this Agreement unless such act constitutes a willful breach of fiduciary duties nor shall any Trustee be liable for any act of omission or commission by any other Trustee or by any employee or agent of the Fund. The Fund hereby agrees to save, hold harmless and indemnify the Trustees and their agents and employees for any loss, damage or expense incurred by said persons or entities while acting in their official capacity on behalf of the Fund, unless such action constitutes a willful breach of fiduciary duties.
- 5.10** RELIANCE ON COUNSEL'S OPINION. The Board of Trustees may employ and consult with legal counsel concerning any questions which may arise with reference to the duties and powers of the Board of Trustees or with reference to any other matter pertaining to this Agreement or the Fund created thereby; and the opinion of such counsel shall be full and complete authorization and protection from liability arising out of or in respect to any action taken or suffered by the Board of Trustees or an individual Trustee acting hereunder in good faith and in accordance with the opinion of such counsel.
- 5.11** BY-LAWS, RULES AND REGULATIONS. The Board of Trustees may adopt and enforce such by-laws, rules and regulations as between the Members of the Fund and the Fund governing the operation of the Fund as are consistent with the terms of this Agreement and as are reasonably necessary to accomplish the purposes of the Fund.

SECTION VI
POWERS AND DUTIES OF THE ADMINISTRATOR

- 6.1 RESPONSIBILITIES.** The Administrator shall have the power and authority to implement the directives of the Board of Trustees and the policy matters set forth by the Board of Trustees as they relate to the on-going operation and supervision of the Fund, the by-laws, rules and regulations established by the Board of Trustees, the provisions of this Agreement, and applicable federal and state statutes, rules and regulations. The powers, duties and responsibilities of the Administrator retained by the Board of Trustees shall be set forth in an Administrative Agreement executed between the Board of Trustees and the Administrator.
- 6.2 CONTRIBUTIONS.** The Administrator shall deposit into the account or accounts designated by the Board of Trustees, at the financial institution or institutions designated by the Board of Trustees, all contributions as and when collected from the Members and said monies shall be disbursed only in the manner provided by this Agreement, the Coverage Agreements, the rules, regulations and by-laws of the Board of Trustees, and the Agreement entered into by and between the Board of Trustees and the Administrator.

SECTION VII
MEMBERS

- 7.1 MEMBERSHIP CANCELLATION, SUSPENSION OR EXPULSION.** The Board of Trustees shall be the sole judge of whether membership in the Fund may be cancelled, or whether a member may be suspended or expelled from the Fund; provided, however, the Board of Trustees may delegate the functions associated with cancellation, suspension or expulsion of a Member to the Administrator. Written notice of any such cancellation, suspension or expulsion shall be provided by the Fund to the member no less than thirty (30) days prior to the effective date of such cancellation, suspension or expulsion, and no liability under this Agreement or any other agreement,

certificate, document, or other instrument executed by the Fund and the member pursuant to this Agreement, shall accrue to the Fund following the effective date of such cancellation, suspensions or expulsion. The minimal notice provisions of this paragraph shall not apply in the event a member fails to make the requisite contributions for coverages under this Agreement when such contributions are due.

7.2 **RESPONSIBILITIES OF MEMBERS.** By execution of a Participation Agreement agreeing to be bound by the terms and conditions of this Amended Interlocal Agreement, each Member agrees to abide by the following rules and regulations:

(a) The Trustees have the sole responsibility to govern and direct the affairs of the Fund pursuant to this Agreement.

(b) Any Member who formally applies for Membership in this Fund, and who is accepted by the Board of Trustees, shall thereupon become a party to this Amended Interlocal Agreement and shall be bound by all of the terms and conditions contained herein. The Participation Agreement shall constitute a counterpart of this Amended Interlocal Agreement, and this Amended Interlocal Agreement shall constitute a counterpart of the Participation Agreement.

(c) To maintain a reasonable loss prevention program in order to provide the maximum in safety and lawful practices as such may relate to the potential liability assumed by the Fund under this Agreement or any other agreement, certificate, document, or other instrument executed by the Fund and the Member pursuant to this Agreement.

(d) To comply with the conditions of the Florida Workers' Compensation Law.

(e) To provide immediate notification in the event an accident or incident occurs which is likely to give rise to a claim within the scope of this Agreement, or any other agreement, certificate, document, or other instrument executed by the Fund and the Member pursuant to this Agreement.

(f) To promptly make all contributions for coverages arising under this Agreement, or any other agreement, certificate, document, or other

instrument executed by the Fund and the Member pursuant to this Agreement, at the time and in the manner directed by the Board of Trustees. Said contributions may be reduced by any discount, participation credit, or other contribution reduction program established by the Board of Trustees.

(g) In the event of the payment of any loss by the Fund on behalf of the Member, the Fund shall be subrogated to the extent of such payment to all the rights of the Member against any party or other entity legally responsible for damages resulting from said loss, and in such event, the Member hereby agrees, on behalf of itself, its officers, employees and agents, to execute and deliver such instruments and papers as is required, and do whatever else is reasonably necessary, to secure such right to the Fund, and to cooperate with and otherwise assist the Fund as may be necessary to effect any recovery sought by the Fund pursuant to such subrogated rights.

(h) The Board of Trustees, its Administrator, and any of their agents, servants, employees or attorneys, shall be permitted at all reasonable times and upon reasonable notice to inspect the property, work places, plants, works, machinery and appliance covered pursuant to this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, and shall be permitted at all reasonable times while the Member participates in the Fund, and up to and including two (2) years following the termination of its membership in the Fund, to examine the Members' books, vouchers, contracts, documents and records of any and every kind which show or tend to show or verify any loss that may be paid or may have been paid by the Fund on behalf of the Member pursuant to this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, or which show or verify the accuracy of any contribution which is paid or payable by the Member pursuant to the terms of this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement.

(i) The Fund is to defend in the name and on behalf of the Member any claims, suits or other legal proceedings which may at any time be instituted

against the Member on account of bodily injury liability, property damage, property damage liability, errors and omissions liability or any other such liability, monetary or otherwise, to the extent such defense and liability has been assumed by the Fund pursuant to his Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, subject to any and all of the definitions, terms, conditions and exclusion contained in said agreements, or any other agreement, certificate, document, or other instruments, although such claims, suits, allegations or demands are wholly groundless, false, fraudulent, and to pay all costs taxed against the Member in any such legal proceedings defended by the Fund or the Member, all interest, if any, legally accruing before and after entry of judgment in such proceedings, and all expense incurred in the investigation, negotiation or defense of such claims, suits, allegations or demands. Such defense shall be subject to the control of the Fund and its Administrator, which may make such investigations and settlement of any such claim, suit, or other legal proceeding, monetary or otherwise, as they deem expedient. The Member agrees to cooperate fully with the Fund, its administrator and their agents, with respect to the investigation, adjustment, litigation, settlement and defense of any claim, suit, or other legal proceeding, monetary or otherwise, which would be covered by the terms of this Agreement and/or any policies of insurance, excess insurance or re-insurance which have been purchased to provide protection against such claims and liabilities. The Member acknowledges that failure to cooperate fully in the investigation, defense or litigation of such claims, suits, or liabilities may constitute grounds for denial of coverage pursuant to this Agreement and/or the applicable policies of insurance.

(j) The liability of the Fund is specifically limited to the discharge of the liability of its Members assumed pursuant to this Agreement or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement; the coverage of the Fund does not apply to punitive or exemplary damages.

(k) Unless the Fund and the Member otherwise expressly agree in writing, coverage by the Fund for a Member under the terms of this Agreement, or

any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, shall expire automatically on the last day of September of each calendar year, and no liability under this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, shall accrue to the Fund beyond such expiration date unless such Member renews its coverage.

(l) Except as otherwise provided herein, a Member's coverage may be cancelled by the Fund or the Member at any time upon no less than thirty (30) days prior written notice by the Board of Trustees or Administrator to the Member, or by the Member to the Board of Trustees. The notice shall state the date such cancellation shall become effective.

(m) Excess monies remaining after the payment of claims and claims expenses, and after provision has been made for the payment of open claims and outstanding reserves, may be distributed by the Board of Trustees to the Members participating in the Fund in such manner as the Board of Trustees shall deem to be equitable.

(n) There will be no disbursements out of the reserve fund established by the Fund by way of dividends or distributions of accumulated reserves to Members until after provision has been made for all obligations against the Fund and except at the discretion of the Board of Trustees.

(o) Qualified service providers, including attorneys selected by the Fund, shall defend, investigate, settle and otherwise process and dispose of all claims, suits, allegations or demands that may result in liability assumed by the Fund on behalf of the Member pursuant to this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement.

(p) The Member, through the Board of Trustees, does hereby appoint the Administrator as its agent and attorney-in-fact, to act on its behalf and to execute all necessary contracts, reports, waivers, agreements, excess insurance contracts, service contracts, and other documents reasonably necessary to accomplish the purposes and to fulfill the responsibilities of the Fund; to make or arrange for the payment of claims, claims expenses, and all

other matters required or necessary insofar as they affect the matters covered pursuant to the terms of this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, and the rules and regulations now or hereafter promulgated by the Board of Trustees.

(q) To make prompt payment of all contributions and penalties as required by the Board of Trustees, said contributions or penalties to be determined by the Board of Trustees. Any disputes concerning contributions or penalties shall be resolved after the payment of said contributions or penalties.

(r) To pay reasonable penalties as determined by the Board of Trustees for late payment of contributions required under this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement.

(s) Coverage by the Fund under the terms of this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, shall expire and be cancelled, upon no less than ten (10) days prior written notice from the Fund to the Member, for nonpayment of contributions.

(t) To abide by all the terms and conditions of this Agreement, the Participation Agreement, the Fund's by-laws, the rules and regulations, the terms of any coverage document issued by the Fund to the Member, and any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement.

(u) Each Member voluntarily transfers to the Trust any rights and privileges such Member enjoys under the laws of the State of Florida, including Sections 163.01, and 768.28, Florida Statutes, and specifically those statutory provisions pertaining to such Member's sovereign immunity and the applicable limitations of the Member's liability to \$100,000.00 per individual claim, and to \$200,000.00 for multiple claims, arising out of the same transaction. The purchase of insurance or indemnity hereunder shall not be deemed or be construed as a waiver of sovereign immunity by the Members.

SECTION VIII

ACCOUNTING

True and complete accounts shall be kept of all transactions and of all assets and liabilities of the Trust. The accounts of the Trust shall be audited annually by a firm of independent certified public accountants, which shall be selected by the Board of Trustees.

SECTION IX
DURATION

This Agreement shall continue in full force and effect until it is terminated by the mutual consent of all the Members; provided, however, that this Section IX shall not be construed to preclude the termination and winding up of the Trust within the discretion of the Board of Trustees, or the amendment of this Agreement pursuant to Section X.

SECTION X
AMENDMENT

This Agreement may be amended upon the written consent of the Members of the Fund. Execution of a Participation Agreement or renewal of coverages provided by the Fund shall constitute such written consent.

SECTION XI
STATUTES, RULES AND REGULATIONS

The Trust shall at all times act in accordance with the provisions of statutes, rules and regulations of the State of Florida.

SECTION XII
MISCELLANEOUS PROVISIONS

- 12.1 PROHIBITION AGAINST ASSIGNMENT.** No Member may assign any right, claim, or interest it may have under this Agreement, or any coverage term, and no creditor, assignee, or third-party beneficiary of any Member shall have any right, claim, or title to any part, share, interest, funds, or assets of the Trust except as specifically may be agreed to by the Trust.

- 12.2 APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the statutes, rules and regulations of the State of Florida, and all questions pertaining to its validity, construction, and administration shall be determined in accordance with the laws of the State of Florida.
- 12.3 ENFORCEMENT.** The Trust and its Members shall have the power to enforce this Agreement by action brought in any court of appropriate jurisdiction within the State of Florida.
- 12.4 SEVERABILITY.** If any term or provision of this Agreement, or the application of such term or provision to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be effected, and each term or provision of this Agreement shall be valid and enforceable to the full extent permitted by law.
- 12.5 CONSTRUCTION.** Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine or neutral gender in all situations where they would so apply. Whenever any words are used in this Agreement in the singular, they shall be construed as though they were also used in the plural form in all situations where they would so apply. Whenever any words are used in this Agreement in the plural form, they shall be construed as they thought were used in the singular form in all situations where they would so apply.
- 12.6 FISCAL YEAR.** The Fund shall operate on a fiscal year from 12:01 a.m., October 1, to midnight the last day of September of the succeeding year. Application for membership, when approved in writing by the Board of Trustees or its designee, shall constitute a continuing contract for each succeeding fiscal year unless cancelled by the Board of Trustees or the participating Member in the manner herein provided.

By execution of the attached Participation Agreement or renewal of coverages provided by the Fund, and upon acceptance by the Board of Trustees, or their designated agent, the Member agrees to be fully bound by the terms and conditions of the Amended Interlocal Agreement, effective October 1, 2004, and thereafter.

**AMENDMENT "A" TO THE
AMENDED INTERLOCAL AGREEMENT
CREATING
THE PREFERRED GOVERNMENTAL INSURANCE TRUST**

WHEREAS, Section X of the Amended Interlocal Agreement Creating The Preferred Governmental Insurance Trust (alternatively "Preferred", "Fund" or "Trust") provides that the Interlocal Agreement may be amended by the members of Preferred, and that execution of either a Participation Agreement or an Agreement for Renewal of Coverage shall constitute written consent to such amendment; and

WHEREAS , in order to protect the integrity of Preferred, its continued success and provide security as to its operation and administration, it is essential that the provisions of the Interlocal Agreement, relating to who may serve as a Trustee of Preferred, be fully compliant with applicable Florida Statutes;

NOW, THEREFORE , by execution of a Participation Agreement or Agreement for Renewal of Coverage, the Members of Preferred do hereby amend subsection 5.1 of the Amended Interlocal Agreement to read as follows:

5.1 NUMBER AND QUALIFICATION OF TRUSTEES. The operation and administration of the Trust shall be the joint responsibility of a Board of Trustees consisting of seven (7) Trustees. No Trustee may be elected who is, or continue to serve as a Trustee after becoming, an owner, officer, or employee of a service provider to the Fund. Upon initial election to the Board of Trustees, a Trustee shall be a local elected official of a member of the Trust. No two (2) Trustees may be local elected officials from the same governmental entity. Each Trustee shall serve for a period of four (4) years, or the balance of such Trustee's term of office as a local elected official. Following a Trustees' initial term of office, such Trustee may continue to serve as a Trustee of Preferred provided: (1) such Trustee holds an office as an elected local official (as required by s. 624.4622(1) (d) Florida Statutes); and (2) a majority of the Board of Trustees, in their sole discretion, determine that it is in the best interest of the Trust that such Trustee continue to serve as a Trustee of Preferred, and so elects such Trustee to continue to serve a successive term, or terms. Each and every Trustee named, and each successor Trustee, shall acknowledge and consent to their election as a Trustee by giving written notice of acceptance of such election to the Chairman, or acting Chairman, of the Board of Trustees.

Effective Date: October 1, 2013

SECTION VI

SECTION A

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

THIS SECOND AMENDMENT (“Second Amendment”) is entered into by and between POINCIANA WEST COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district (the "District") and FLORALAWN, INC., a Florida For Profit Corporation (the “Contractor”).

A. On October 18, 2019, the District and the Contractor entered into that certain *Agreement Between Poinciana West Community Development District and Floralawn Inc. Regarding the Provision of Landscape Maintenance Services* (the “Agreement”) for landscape maintenance services within the District, subject to the terms and conditions more particularly spelled out in the Agreement. The Agreement was amended as of November 1, 2020 to provide for an additional one-year term ending October 31, 2021.

B. Capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in the Agreement.

C. The District and the Contractor desire to amend the Agreement as more particularly described herein.

NOW, THEREFORE, for and in exchange of good and valuable consideration, receipt and sufficiency of which being here acknowledged, the parties do hereby agree as follows:

1. Recitals. The foregoing recitals are incorporated herein by reference as if they are set forth below.

2. Term. Section 3.A. of the Agreement is hereby amended as follows.

“A. The initial term of this Agreement shall be from November 1, 2019, through October 31, 2020 and the second term shall be from November 1, 2020, through October 31, 2021. The Agreement is hereby renewed for an additional one (1)-year term on the same terms provided in the Agreement, unless terminated earlier in accordance with the terms of the Agreement. The Agreement may be renewed for one (1) additional one (1)-year term on the same terms provided in the Agreement, in the District’s sole discretion.”

The remainder of Section 3 is unchanged.

3. Ratification. Except as modified herein, the Agreement remains unchanged and is in full force and effect. In the event of a conflict between the terms and provisions of this Second Amendment and the Agreement as previously amended, the terms and provisions of this Second Amendment shall control and be given effect.

4. Execution. To facilitate execution, the parties hereto agree that this Second Amendment may be executed and telecopied to the other party, and that the executed telecopy

shall be binding and enforceable as an original. This Second Amendment may be executed in as many counterparts as may be required, and it shall not be necessary that a signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

IN WITNESS WHEREOF, this Second Amendment is entered into as of the date the last of the parties shall execute this Second Amendment as set forth below.

“DISTRICT”

"CONTRACTOR"

POINCIANA WEST COMMUNITY
DEVELOPMENT DISTRICT

FLORALAWN, INC.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

SECTION B

**FIRST AMENDMENT TO AGREEMENT BETWEEN
POINCIANA WEST COMMUNITY DEVELOPMENT DISTRICT
AND CLARKE AQUATIC SERVICES, INC. REGARDING THE PROVISION OF
AQUATIC SERVICES**

THIS FIRST AMENDMENT (“First Amendment”) is entered into by and between POINCIANA WEST COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district (the "District") and CLARKE AQUATIC SERVICES, INC., an Illinois For Profit Corporation (the “Contractor”).

A. On October 1, 2018, the District and the Contractor entered into that certain *Agreement Between Poinciana West Community Development District and Clarke Aquatic Services, Inc. Regarding the Provision of Aquatic Services* (the “Agreement”) for aquatic maintenance services within the District, subject to the terms and conditions more particularly spelled out in the Agreement.

B. Capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in the Agreement.

C. The District and the Contractor desire to amend the Agreement as more particularly described herein.

NOW, THEREFORE, for and in exchange of good and valuable consideration, receipt and sufficiency of which being here acknowledged, the parties do hereby agree as follows:

1. Recitals. The foregoing recitals are incorporated herein by reference as if they are set forth below.

2. Term. Section 3.A. of the Agreement is hereby amended as follows.

“A. The initial term of this Agreement shall be from October 1, 2018, through September 30, 2021. The Agreement is hereby renewed for an additional one (1)-year term on the same terms provided in the Agreement, unless terminated earlier in accordance with the terms of the Agreement. The Agreement may be renewed for one (1) additional one (1)-year term on the same terms provided in the Agreement, in the District’s sole discretion.”

The remainder of Section 3 is unchanged.

3. Notices. Section 12.A. of the Agreement is hereby amended as follows:

“**With a copy to:** Clark & Albaugh, LLP
700 W. Morse Blvd., Suite 101
Winter Park, FL 32789
Attn: Scott D. Clark, District Counsel

The remainder of Section 12 is unchanged.

4. E-Verify Requirement. The following is added as Section 25 of the Agreement:

“25. E-Verify Requirement.

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 Contractor acknowledges and confirms that it is registered with and uses the E-Verify system to confirm the work authorization status of all new hires. Contractor 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 Contractor the affidavit described in section 448.095(2)(b). Contractor must maintain a copy of the subcontractor’s affidavit for the duration of this Agreement.

B. Upon a good faith belief that Contractor has knowingly violated section 448.09(1), District shall terminate this Agreement. Such termination shall not constitute a breach by the District. In addition, Contractor 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 Contractor’s subcontractors have knowingly violated section 448.09(1), but the Contractor otherwise complied with this subsection, District shall promptly notify the Contractor and order the Contractor to immediately terminate its contract with the subcontractor.”

5. Ratification. Except as modified herein, the Agreement remains unchanged and is in full force and effect. In the event of a conflict between the terms and provisions of this First Amendment and the Agreement, the terms and provisions of this First Amendment shall control and be given effect.

6. Execution. To facilitate execution, the parties hereto agree that this First Amendment may be executed and telecopied to the other party, and that the executed telecopy shall be binding and enforceable as an original. This First Amendment may be executed in as many counterparts as may be required, and it shall not be necessary that a signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, this First Amendment is entered into as of the date the last of the parties shall execute this First Amendment as set forth below.

“DISTRICT”

"CONTRACTOR"

POINCIANA WEST COMMUNITY
DEVELOPMENT DISTRICT

CLARKE AQUATIC SERVICES, INC.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

SECTION C

**FIRST AMENDMENT TO AGREEMENT BETWEEN
POINCIANA WEST COMMUNITY DEVELOPMENT DISTRICT
AND CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT, INC. REGARDING
THE PROVISION OF
AQUATIC MIDGE CONTROL SERVICES**

THIS FIRST AMENDMENT (“First Amendment”) is entered into by and between POINCIANA WEST COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district (the "District") and CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT, INC., an Illinois For Profit Corporation (the “Contractor”).

- A. On October 1, 2018, the District and the Contractor entered into that certain *Agreement Between Poinciana West Community Development District and Clarke Environmental Mosquito Management, Inc. Regarding the Provision of Aquatic Midge Control Services* (the “Agreement”) for aquatic midge control services within the District, subject to the terms and conditions more particularly spelled out in the Agreement.
- B. On March 21, 2019, the District and the Contractor entered into Addendum Number 1 to the Agreement (“Addendum 1”).
- C. Capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in the Agreement.
- D. The District and the Contractor desire to amend the Agreement and Addendum 1 as more particularly described herein.

NOW, THEREFORE, for and in exchange of good and valuable consideration, receipt and sufficiency of which being here acknowledged, the parties do hereby agree as follows:

1. Recitals. The foregoing recitals are incorporated herein by reference as if they are set forth below.

2. Term. Section 3.A. of the Agreement is hereby amended as follows.

“A. The initial term of this Agreement and Addendum 1 shall be from October 1, 2018, through September 30, 2021. The Agreement (together with Addendum 1) is hereby renewed for an additional one (1)-year term on the same terms provided in the Agreement, unless terminated earlier in accordance with the terms of the Agreement. The Agreement (together with Addendum 1) may be renewed for one (1) additional one (1)-year term on the same terms provided in the Agreement, in the District’s sole discretion.”

The remainder of Section 3 is unchanged.

3. Notices. Section 12 A.. of the Agreement is hereby amended as follows:

“**With a copy to:** Clark & Albaugh, LLP
700 W. Morse Blvd., Suite 101
Winter Park, FL 32789

Attn: Scott D. Clark, District Counsel

The remainder of Section 12 is unchanged.

4. E-Verify Requirement. The following is added as Section 25 of the Agreement:

“25. E-Verify Requirement.

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 Contractor acknowledges and confirms that it is registered with and uses the E-Verify system to confirm the work authorization status of all new hires. Contractor 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 Contractor the affidavit described in section 448.095(2)(b). Contractor must maintain a copy of the subcontractor’s affidavit for the duration of this Agreement.

B. Upon a good faith belief that Contractor has knowingly violated section 448.09(1), District shall terminate this Agreement. Such termination shall not constitute a breach by the District. In addition, Contractor 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 Contractor’s subcontractors have knowingly violated section 448.09(1), but the Contractor otherwise complied with this subsection, District shall promptly notify the Contractor and order the Contractor to immediately terminate its contract with the subcontractor.”

5. Ratification. Except as modified herein, the Agreement remains unchanged and is in full force and effect. In the event of a conflict between the terms and provisions of this First Amendment and the Agreement, the terms and provisions of this First Amendment shall control and be given effect.

6. Execution. To facilitate execution, the parties hereto agree that this First Amendment may be executed and telecopied to the other party, and that the executed telecopy shall be binding and enforceable as an original. This First Amendment may be executed in as many counterparts as may be required, and it shall not be necessary that a signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, this First Amendment is entered into as of the date the last of the parties shall execute this First Amendment as set forth below.

“DISTRICT”

"CONTRACTOR"

POINCIANA WEST COMMUNITY
DEVELOPMENT DISTRICT

CLARKE ENVIRONMENTAL
MOSQUITO MANAGEMENT, INC.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

SECTION VII

SECTION C

SECTION 1

Poinciana West Community Development District

Summary of Check Register

July 14, 2021 to September 6, 2021

Fund	Date	Check No.'s	Amount
General Fund	7/16/21	1781-1783	\$ 11,879.24
	8/6/21	1784-1789	\$ 20,830.65
	8/13/21	1790-1793	\$ 20,792.21
	9/1/21	1794	\$ 1,015.48
			\$ 54,517.58
Payroll	<u>August 2021</u>		
	Joseph Clark	50098	\$ 184.70
	Maneck Master	50099	\$ 184.70
	Mayra Skeete	50100	\$ 184.70
	Roy LaRue	50101	\$ 184.70
			\$ 738.80
			\$ 55,256.38

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 9/07/21 PAGE 1
 *** CHECK DATES 07/14/2021 - 09/06/2021 *** POINCIANA WEST - GENERAL FUND
 BANK A GENERAL FUND

CHECK DATE	VEND#	INVOICE DATE	INVOICE YRMO	DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK.... AMOUNT
7/16/21	00005	6/15/21	1015935	202106	320-53800-47100		CLARKE ENVIRONMENTAL MOSQUITO	*	1,983.33	1,983.33 001781
							MOSQUITO MGMT JUNE 21			
7/16/21	00020	6/15/21	9655	202106	320-53800-47000		CLARKE AQUATIC SERVICES, INC	*	4,750.00	4,750.00 001782
							AQUATIC MAINT JUNE 21			
7/16/21	00001	7/01/21	102	202107	310-51300-34000			*	3,750.00	
							MANAGEMENT FEES JULY 21			
		7/01/21	102	202107	310-51300-35200			*	125.00	
							INFORMATION TECH JULY 21			
		7/01/21	102	202107	310-51300-31300			*	416.67	
							DISSEMINATION SVC JULY 21			
		7/01/21	102	202107	310-51300-51000			*	.21	
							OFFICE SUPPLIES JULY 21			
		7/01/21	102	202107	310-51300-42000			*	3.57	
							POSTAGE JULY 21			
		7/01/21	102	202107	310-51300-42500			*	1.65	
							COPIES JULY 21			
		7/01/21	103	202107	320-53800-12000			*	833.33	
							FIELD MANAGEMENT JULY 21			
		7/01/21	103	202107	310-51300-51000			*	15.48	
							STAPLES			
8/06/21	00022	7/11/21	354809	202107	310-51300-32200		GOVERNMENTAL MANAGEMENT SERVICES-CF	*	3,310.00	5,145.91 001783
							FY20 ANNUAL AUDIT			
8/06/21	00005	7/15/21	1016909	202107	320-53800-47100		BERGER TOOMBS ELAM GAINES & FRANK	*	1,983.33	3,310.00 001784
							MOSQUITO MAINT JULY 21			
8/06/21	00020	7/15/21	10019	202107	320-53800-47000		CLARKE ENVIRONMENTAL MOSQUITO	*	4,750.00	1,983.33 001785
							AQUATIC MAINT JULY 21			
8/06/21	00007	7/01/21	6765	202107	320-53800-46200		CLARKE AQUATIC SERVICES, INC	*	4,691.16	4,750.00 001786
							LANDSCAPE MAINT JULY 21			
		8/01/21	6862	202108	320-53800-46200			*	4,691.16	
							LANDSCAPE MAINT AUG 21			
8/06/21	00016	7/29/21	2164966	202107	310-51300-31100		FLORALAWN 2, LLC	*	1,280.00	9,382.32 001787
							ENGINEER SVCS JULY 21			
							GAI CONSULTANTS, INC			1,280.00 001788

POIW POIN WEST CDD KCOSTA

*** CHECK DATES 07/14/2021 - 09/06/2021 *** POINCIANA WEST - GENERAL FUND
 BANK A GENERAL FUND

CHECK DATE	VEND#	INVOICE DATE	INVOICE YRMO	DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	...CHECK... AMOUNT	#
8/06/21	00035	7/21/21	07212021	202107	310-51300-49000	BALLROOM CHARGE		*	125.00	125.00	001789
8/13/21	00033	8/03/21	17601	202107	310-51300-31500	GENERAL COUNSEL JULY 21	SOLIVITA CLUB-AVATAR PROPERTIES	*	1,260.00	1,260.00	
8/13/21	00008	7/20/21	7-441-83	202107	310-51300-42000	5 PACKAGES 7/14/21	CLARK & ALBAUGH, LLP	*	63.30	1,260.00	001790
8/13/21	00001	8/01/21	104	202108	310-51300-34000	MANAGEMENT FEES AUG 21	FEDEX	*	3,750.00	63.30	001791
8/01/21	104	202108	310-51300-35200	INFORMATIN TECH AUG 21				*	125.00		
8/01/21	104	202108	310-51300-31300	DISSEMINATION SVCS AUG 21				*	416.67		
8/01/21	104	202108	310-51300-51000	OFFICE SUPPLIES AUG 21				*	15.21		
8/01/21	104	202108	310-51300-42000	POSTAGE AUG 21				*	25.39		
8/01/21	104	202108	310-51300-42500	COPIES AUG 21				*	88.65		
8/01/21	105	202108	320-53800-12000	FIELD MANAGEMENT AUG 21				*	833.33		
8/13/21	00023	8/04/21	4651838	202108	300-13100-10200	PROPERTY APPRAISER FEE	GOVERNMENTAL MANAGEMENT SERVICES-CF	*	11,115.73	5,254.25	001792
8/04/21	4651839	202108	310-51300-49100	PROPERTY APPRAISER FEE				*	3,098.93		
9/01/21	00036	7/31/21	3984771	202107	310-51300-48000	NOT BUDGET 6/30 & 7/7/21	POLK COUNTY PROPERTY APPRAISER	*	1,015.48	14,214.66	001793
							CA FLORIDA HOLDINGS, LLC	*	1,015.48	1,015.48	001794

TOTAL FOR BANK A 54,517.58
 TOTAL FOR REGISTER 54,517.58

POIW POIN WEST CDD KCOSTA



INVOICE

www.clarke.com

TOLL-FREE: 800-323-5727

PHONE: 630-684-2000

AR Email: accountsreceivable@clarke.com,

AR Dept. Ext.: 3139



Customer #: P07800
Customer PO #: NA

Invoice #: 001015935
Invoice Date: 06/15/21
Terms: Net 30 Days
Due Date: 07/15/21

B
I Poinciana West Community Dev. Dist.
L 6200 Lee Vista Blvd.
L Suite 300
T Orlando, FL 32822-5149
O Stacie Vanderfil

Agreement no 1000002502 Consultant Cherrief Jackson

Description	Total
CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT SERVICE	
WS's can be found on our website at www.clarke.com	
Service for June 2021	
Order total	1,983.33

1-5
320 538 471

RECEIVED

JUN 17 2021

Clarke Environmental Mosquito Management, Inc. is a Clarke Company

*** We accept ACH Payments ***	Total:	1,983.33
--------------------------------	---------------	-----------------

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

Helping make communities around the world more livable, safe and comfortable.

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

Invoice

1-1

Invoice #: 102
Invoice Date: 7/1/21
Due Date: 7/1/21
Case:
P.O. Number:

Bill To:
 Polkiana West CDD
 219 E. Livingston St.
 Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Management Fees - July 2021	310 513 34	3,750.00	3,750.00
Information Technology - July 2021	35 1/2	125.00	125.00
Dissemination Agent Services - July 2021	313	416.67	416.67
Office Supplies	5 1/2	0.21	0.21
Postage	42	3.57	3.57
Copies	425	1.65	1.65

RECEIVED
 JUL 9 2021

Total	\$4,297.10
Payments/Credits	\$0.00
Balance Due	\$4,297.10

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

Invoice

Invoice #: 103
Invoice Date: 7/1/21
Due Date: 7/1/21
Case:
P.O. Number:

Bill To:
 Poinciana West CDD
 219 E. Livingston St.
 Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Field Management - July 2021	320 538 12	833.33	833.33
Staples - May 2021	320 538 49	15.48	15.48

RECEIVED

JUL 9 2021

Total \$848.81

Payments/Credits \$0.00

Balance Due \$848.81



**Berger, Toombs, Elam,
Gaines & Frank**

Certified Public Accountants PL
600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950
772/461-6120
FAX: 772/468-9278

RECEIVED

1 19 2021



*POINCIANA WEST COMMUNITY DEVELOPMENT DISTRICT
1408 HAMLIN AVENUE
UNIT E
ST. CLOUD, FL 34771*

1-22
310 513 322

*Invoice No. 354809
Date 07/11/2021
Client No. 20897*

Services rendered in connection with the audit of the Basic Financial Statements
as of and for the year ended September 30, 2020.

Total Invoice Amount \$ 3,310.00

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

Fort Pierce / Stuart

Member AICPA

Member AICPA Division For CPA Firms
Private Companies Practice Section

Member FICPA



INVOICE

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



Customer #: P07800
Customer PO #: NA

Invoice #: 001016909
Invoice Date: 07/15/21
Terms: Net 30 Days
Due Date: 08/13/21

B
I Polciana West Community Dev. Dist.
L 6200 Lee Vista Blvd.
L Suite 300
T Orlando, FL 32822-5149
O Stacie Vanderfilt

1-5
320 538 471

Agreement no 1000002502 Consultant Cherrief Jackson

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

CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT SERVICE

W9's can be found on our website at www.clarke.com

Service for July 2021

Order total 1,983.33

RECEIVED

JUL 16 2021

Clarke Environmental Mosquito Management, Inc. is a Clarke Company

*** We accept ACH Payments ***	Total:	1,983.33
---------------------------------------	---------------	-----------------

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

Helping make communities around the world more livable, safe and comfortable.



INVOICE

www.clarke.com
TOLL-FREE: 800-323-5727
PHONE: 830-894-2000
AR Email: accountsreceivable@clarke.com,
AR Dept. Ext.: 3138



Customer #: 088096
Customer PO #: NA

Invoice #: 000010019
Invoice Date: 07/15/21
Terms: Net 30 Days
Due Date: 08/13/21

B
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L
T
O
Poinciana West Community Dev. Dist.
6200 Lee Vista Blvd.
Suite 300
Orlando, FL 32822-5149
Stacie Vanderbilt

1-20
320 538 47

Agreement no 1000002499 Consultant Tim Gardner

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

CLARKE AQUATIC MAINTENANCE SERVICES

W9's can be found on our website at www.clarke.com

Service for July 2021
Invoice 10 of 12
Invoice Due July 2021

Order total 4,750.00

RECEIVED

JUL 16 2021

Clarke Aquatic Services, Inc. is a Clarke Company

*** We accept ACH Payments ***	Total:	4,750.00
--------------------------------	--------	----------

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

Helping make communities around the world more livable, safe and comfortable.



Premier Lawn & Pest

P.O. Box 91597
Lakeland, FL 33804

Invoice

Date	Invoice #
7/1/2021	6765

1-7
320 538 462

Bill To
Poinciana West Community Development Dist c/o Governmental Management Services Central Florida, LLC 9145 Narcoossee Road Suite A206 Orlando, FL 32827

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
1	Monthly Lawn Maintenance per original contract - November 2016 - Poinciana West CDD Billing for July 2021	4,691.16	4,691.16

RECEIVED
JUL 8 2021

Thank you for your business.	Total	\$4,691.16
------------------------------	--------------	------------

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



Invoice

Date	Invoice #
8/1/2021	6862

Bill To
Poinciana West Community Development Dist c/o Governmental Management Services Central Florida, LLC 9145 Narcoossee Road Suite A206 Orlando, FL 32827

1-7
320 538 462

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
1	Monthly Lawn Maintenance per original contract - November 2016 - Poinciana West CDD Billing for August2021	4,691.16	4,691.16

PAID
AUG 2 2021

Thank you for your business.	Total	\$4,691.16
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Corporate Office	Solvita Fax	E-mail	Web Site
(863) 668-0494	(863) 225-9565	info@floralawn.com	www.floralawn.com



INVOICE

Orlando T 407.423.8398
 618 E. South Street, Suite 700 F 407.843.1070
 Orlando, FL 32801

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

July 29, 2021
 Project No: A171207.00
 Invoice No: 2164966

Project A171207.00 Poinciana West Community Development District Engineering Services

Professional Services Through July 24, 2021

Task 005 2021 General Support
 Sub-Task 001 COM

Professional Personnel

	Hours	Rate	Amount	
Principal				
Leo, Kathleen	4.00	320.00	1,280.00	
Totals	4.00		1,280.00	
Total Labor				1,280.00
				Total this Sub-Task
				\$1,280.00
				Total this Task
				\$1,280.00
				Total this Invoice
				\$1,280.00

RECEIVED

JUL 30 2021

1-16
 310 5/3 311

Project A171207.00 Poinciana West Community Development Dis Invoice 2164966

Billing Backup

Thursday, July 29, 2021

GAI Consultants, Inc.

Invoice 2164966 Dated 7/29/2021

7:39:57 AM

Project A171207.00 Poinciana West Community Development District Engineering Services
 Task 005 2021 General Support
 Sub-Task 001 COM

Professional Personnel

			Hours	Rate	Amount
	Principal				
04136	Leo, Kathleen	7/8/2021	.50	320.00	160.00
	agenda prep/emails				
04136	Leo, Kathleen	7/15/2021	.50	320.00	160.00
	meeting prep				
04136	Leo, Kathleen	7/21/2021	3.00	320.00	960.00
	CDD Meeting				
	Totals		4.00		1,280.00
	Total Labor				1,280.00

Total this Sub-Task \$1,280.00

Total this Task \$1,280.00

Total this Project \$1,280.00

Total this Report \$1,280.00

Solivita Club - Avatar Properties, Inc.
395 Village Dr., Ste. C, Kissimmee, FL 34759
Phone 863-427-7129



DATE: JULY 21, 2021

BILL TO: PWCCD
SHIP TO: Same as recipient
INSTRUCTIONS:

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	Room Charge	125.00	125.00

RECEIVED

1-35
370 513 49

SUBTOTAL 125.00
 SALES TAX
 SHIPPING & HANDLING
 TOTAL DUE 125.00

Sent to Katie via email 07/21/2021

Clark & Albaugh, LLP
 700 W. Morse Blvd., Suite 101
 Winter Park, Florida 32789

1-33
 310 513 315

Phone: (407) 647-7600

Fax: (407) 647-7622

Poinciana West Community Development District
 6200 Lee Vista Blvd., Suite 300
 Orlando, FL 32822

August 3, 2021

Attention: George S. Flint, District Manager

File # 7784-001
 Invoice # 17601

RE: General matters

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Jul-07-21	review of audit draft	0.60	180.00	SDC
Jul-08-21	correspondence with manager and preparation of audit response letter	1.00	300.00	SDC
	review of draft audit report and related correspondence	0.50	150.00	SDC
Jul-20-21	review of agenda package	0.70	210.00	SDC
Jul-21-21	attendance at meeting	1.40	420.00	SDC
	Totals	4.20	\$1,260.00	

Total Fee & Disbursements	\$1,260.00
Previous Balance	570.00
Previous Payments	570.00
Balance Now Due	\$1,260.00

RECEIVED
 AUG 05 2021



Invoice Number 7-441-83186	Invoice Date Jul 20, 2021	Account Number [REDACTED]	Page 1 of 3
--------------------------------------	-------------------------------------	-------------------------------------	----------------

FedEx Tax ID: 71-0427007

Billing Address:
POINCIANA WEST CDD
1408 HAMLIN AVE UNIT E
SAINT CLOUD FL 34771-8588

Shipping Address:
POINCIANA WEST CDD
POINCIANA WEST CDD
ORLANDO FL 32801

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

Invoice Summary

FedEx Express Services

Total Charges	USD	\$63.30
TOTAL THIS INVOICE	USD	\$63.30

Other discounts may apply.

To pay your FedEx invoice, please go to www.fedex.com/payment. Thank you for using FedEx.

Account Summary as of Jul 20, 2021

Previous Balance	0.00
Payments	0.00
Adjustments	0.00
New Charges	63.30
New Account Balance	\$63.30



1-8
310 513 42

RECEIVED

RECEIVED
JUL 23 2021
BY: _____

Detailed descriptions of surcharges can be located at fedex.com

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

Invoice Number	Invoice Amount	Account Number	Account Balance
7-441-83186	USD \$63.30	[REDACTED]	USD \$63.30

Remittance Advice

Your payment is due by Sep 03, 2021



0034749 01 AB 0.425 **AUTO T9 2 1200 34771-858877 -C01-P34783-11



POINCIANA WEST CDD
1408 HAMLIN AVE UNIT E
SAINT CLOUD FL 34771-8588



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



62328000009500



Invoice Number 7-441-83186	Invoice Date Jul 20, 2021	Account Number [REDACTED]	Page 3 of 3
--------------------------------------	-------------------------------------	-------------------------------------	-----------------------

Ship Date: Jul 14, 2021**Payor:** Third Party

- Fuel Surcharge - FedEx has applied a fuel surcharge of 7.75% to this shipment.
- Distance Based Pricing, Zone 2
- Package Delivered to Recipient Address - Release Authorized

Cust. Ref.: Poinciana West CDD**Ref.#:****Ref.#2:**

Automation INET
Tracking ID 774260662967
Service Type FedEx Standard Overnight
Package Type FedEx Pak
Zone 02
Packages 1
Rated Weight 2.0 lbs, 0.9 kgs
Delivered Jul 15, 2021 15:10
Svc Area A3
Signed by see above
FedEx Use 00000000/134425/02

Sender
George Flint
GMS - CF, LLC
219 E Livingston Street
ORLANDO FL 32801 US

Recipient
Joseph Clark
306 MOORPARK WAY
KISSIMMEE FL 34759 US

Transportation Charge	6.89
Fuel Surcharge	0.81
Residential Delivery	4.65
Third Party Billing	0.31
Total Charge	USD \$12.66

Ship Date: Jul 14, 2021**Payor:** Third Party

- Fuel Surcharge - FedEx has applied a fuel surcharge of 7.75% to this shipment.
- Distance Based Pricing, Zone 2
- Package Delivered to Recipient Address - Release Authorized

Cust. Ref.: Poinciana West CDD**Ref.#:****Ref.#2:**

Automation INET
Tracking ID 774260676117
Service Type FedEx Standard Overnight
Package Type FedEx Pak
Zone 02
Packages 1
Rated Weight 2.0 lbs, 0.9 kgs
Delivered Jul 15, 2021 15:27
Svc Area A3
Signed by see above
FedEx Use 00000000/134425/02

Sender
George Flint
GMS - CF, LLC
219 E Livingston Street
ORLANDO FL 32801 US

Recipient
Mayra Skeete
467 BEL AIR WAY
KISSIMMEE FL 34759 US

Transportation Charge	6.89
Fuel Surcharge	0.81
Residential Delivery	4.65
Third Party Billing	0.31
Total Charge	USD \$12.66

Ship Date: Jul 14, 2021**Payor:** Third Party

- Fuel Surcharge - FedEx has applied a fuel surcharge of 7.75% to this shipment.
- Distance Based Pricing, Zone 2
- Package Delivered to Recipient Address - Release Authorized

Cust. Ref.: Poinciana West CDD**Ref.#:****Ref.#2:**

Automation INET
Tracking ID 774260691595
Service Type FedEx Standard Overnight
Package Type FedEx Pak
Zone 02
Packages 1
Rated Weight 2.0 lbs, 0.9 kgs
Delivered Jul 15, 2021 15:40
Svc Area A3
Signed by see above
FedEx Use 00000000/134425/02

Sender
George Flint
GMS - CF, LLC
219 E Livingston Street
ORLANDO FL 32801 US

Recipient
Maneck Master
759 SAN RAPHAEL ST
KISSIMMEE FL 34759 US

Transportation Charge	6.89
Fuel Surcharge	0.81
Residential Delivery	4.65
Third Party Billing	0.31
Total Charge	USD \$12.66

Third Party Subtotal	USD	\$63.30
-----------------------------	------------	----------------

Total FedEx Express	USD	\$63.30
----------------------------	------------	----------------

RECEIVED

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

Invoice

Invoice #: 104
Invoice Date: 8/1/21
Due Date: 8/1/21
Case:
P.O. Number:

Bill To:
 Poinciana West CDD
 219 E. Livingston St.
 Orlando, FL 32601

1-1

Description	Hours/Qty	Rate	Amount
Management Fees - August 2021	310 513 34	3,750.00	3,750.00
Information Technology - August 2021	352	125.00	125.00
Dissemination Agent Services - August 2021	313	416.67	416.67
Office Supplies	51	15.21	15.21
Postage	42	25.39	25.39
Copies	425	88.65	88.65

RECEIVED

Total	\$4,420.92
Payments/Credits	\$0.00
Balance Due	\$4,420.92

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

Invoice

Invoice #: 105
Invoice Date: 8/1/21
Due Date: 8/1/21
Case:
P.O. Number:

Bill To:
 Polciana West CDD
 219 E. Livingston St.
 Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Field Management - August 2021		833.33	833.33
1-1 320 53812			
RECEIVED			

Total	\$833.33
Payments/Credits	\$0.00
Balance Due	\$833.33

Polk County Property Appraiser

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

INVOICE: 4651838

***** CUSTOMER *****

POINCIANA WEST CDD
 1408 HAMLIN AVE UNIT E
 ST CLOUD FL 34771

RECEIVED

Invoice Date	Due Date	Ship Via	FOB	Terms	Reference	
08/04/2021	08/04/2021			Net Upon Rpt	1% ADM FEE	
Contact		Customer No	Phone	Fax	For	
Darrin Mossing Jr		458	(407)347-4103		1% ADMIN FEE	
Quantity	UOM	Description			Unit Price	Extended
1.00	EACH	Poinciana CDD Maint 1% ADMIN FEE			11,115.7300	11,115.73
					SUBTOTAL:	11,115.73
					TOTAL DUE:	11,115.73

1-23
300 131-102

Detach and Return With Payment

Send Payment To:

Invoice: 4651838
 Customer: 458
 POINCIANA WEST CDD
 1408 HAMLIN AVE UNIT E
 ST CLOUD FL 34771

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

TOTAL DUE: \$11,115.73
 AMOUNT PAID: _____

Polk County Property Appraiser

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

INVOICE: 4651839

***** CUSTOMER *****

POINCIANA WEST CDD
 1408 HAMLIN AVE UNIT E
 ST CLOUD FL 34771

RECEIVED

Invoice Date	Due Date	Ship Via	FOB	Terms	Reference	
08/04/2021	08/04/2021			Net Upon Rpt	1% ADM FEE	
Contact		Customer No	Phone	Fax	For	
Darrin Mossing Jr		458	(407)347-4103		1% ADMIN FEE	
Quantity	UOM	Description			Unit Price	Extended
1.00	EACH	Poinciana West CDD Maint 1% ADMIN FEE			3,098.9300	3,098.93
					SUBTOTAL:	3,098.93
					TOTAL DUE:	3,098.93

1-23
310 513 491

Detach and Return With Payment

Send Payment To:

Invoice: 4651839
 Customer: 458
 POINCIANA WEST CDD
 1408 HAMLIN AVE UNIT E
 ST CLOUD FL 34771

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

TOTAL DUE: \$3,098.93
 AMOUNT PAID: _____

LOCALiQ

The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune | News Herald
Northwest Florida Daily News

ACCOUNT NAME: Poinciana West Cdd
Agenda Package Page 107 of 1

INVOICE # 0003984771	BILLING PERIOD Jul 1- Jul 31, 2021	PAYMENT DUE DATE August 20, 2021
PREPAY (Memo Info) \$0.00	UNAPPLIED (Included in amt due) \$0.00	TOTAL AMOUNT DUE \$1,015.48

BILLING ACCOUNT NAME AND ADDRESS

POINCIANA WEST CDD
219 E LIVINGSTON ST
ORLANDO, FL 32801-1508



BILLING INQUIRIES/ADDRESS CHANGES
1-877-736-7612 or smb@ccc.gannett.com

FEDERAL ID
47-2390983

Legal Entity: Gannett Media Corp.
Terms and Conditions: Past due accounts are subject to interest at the rate of 18% per annum or the maximum legal rate (whichever is less). Advertiser claims for a credit related to rates incorrectly invoiced or paid must be submitted in writing to Publisher within 30 days of the invoice date or the claim will be waived. Any credit towards future advertising must be used within 30 days of issuance or the credit will be forfeited.
All funds payable in US dollars.

Contact abgspecial@gannett.com to sign-up for the convenience of having your invoice e-mailed to you. Once signed up you can also enjoy the convenience of making online payments. Previous account number reference if needed: CFL_758309.

Date	Description	Amount
7/1/21	Balance Forward	\$581.00
7/12/21	PAYMENT - THANK YOU	-\$581.00

Package Advertising:


Start-End Date	Order Number	Description	PO Number	Package Cost
6/30/21-7/21	5993139	7/21 PH		\$1,015.48

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JUL 18 2021
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1-36
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PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

 The Gainesville Sun The Ledger Daily Commercial Ocala StarBanner News Chief Herald-Tribune News Herald Northwest Florida Daily News	ACCOUNT NAME Poinciana West Cdd	PAYMENT DUE DATE August 20, 2021	AMOUNT PAID			
	ACCOUNT NUMBER [REDACTED]	INVOICE NUMBER 0003984771				
CURRENT DUE \$1,015.48	30 DAYS PAST DUE \$0.00	60 DAYS PAST DUE \$0.00	90 DAYS PAST DUE \$0.00	120+ DAYS PAST DUE \$0.00	UNAPPLIED PAYMENTS \$0.00	TOTAL AMOUNT DUE \$1,015.48
REMITTANCE ADDRESS (Include Account# & Invoice# on check) CA Florida Holdings, LLC PO Box 631244 Cincinnati, OH 45263-1244			TO PAY WITH CREDIT CARD PLEASE FILL OUT BELOW: <input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> DISCOVER <input type="checkbox"/> AMEX Card Number _____ Exp Date ____/____/____ CVV Code _____ Signature _____ Date _____			

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The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

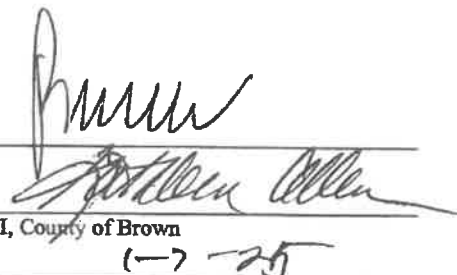
Poinciana West Cdd
219 EAST LIVINGSTON ST
ORLANDO FL 32801

STATE OF FLORIDA, COUNTY OF POLK

The Ledger-News Chief, a newspaper printed and published in the city of Lakeland, and of general circulation in the County of Polk, State of Florida, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

06/30/2021, 07/07/2021

and that the fees charged are legal.
Sworn to and subscribed before on 07/07/2021



Legal Clerk

Notary, State of WI, County of Brown

(-7-25)

My commission expires

Publication Cost: \$1015.48
Order No: 5993139 # of Copies: -1
Customer No: 534838
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THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KATHLEEN ALLEN
Notary Public
State of Wisconsin

POINCIANA WEST COMMUNITY DEVELOPMENT DISTRICT NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2021/2022 BUDGETS; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

The Board of Supervisors ("Board") of the Poinciana West Community Development District ("District") will hold a public hearing on Wednesday, July 21, 2021 at 9:30 a.m. via Zoom communications media technology and in person at Starlite Ballroom, 384 Village Drive, Poinciana, FL 34759, for the purpose of hearing comments and objections on the adoption of the proposed budgets ("Proposed Budget") of the District for the fiscal year beginning October 1, 2021 and ending September 30, 2022 ("Fiscal Year 2021/2022"). Others not attending in person will be able to participate using the Zoom options specified below, which allow for public participation and comment. Attendance via Zoom is strongly encouraged in lieu of in-person attendance. A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, located at 219 East Livingston Street, Orlando, Florida 32801, Phone: (407) 841-5524 ("District Manager's Office"), during normal business hours.

As a public health precaution, all those attending the public hearing and meeting in person will be asked to wear a mask and maintain social distancing. The District fully encourages public participation in a safe and efficient manner in light of the COVID-19 public health emergency. To that end, the District recommends that any member of the public interested in listening to and participating in the meeting remotely do so by logging into Zoom via their computer at <https://zoom.us/j/9424027437> and entering the meeting ID of 942 402 7437 or by dialing in telephonically at (646) 876-9923 and entering the meeting ID of 942 402 7437. Questions and comments can be submitted to the District Manager at tdams@amscl.com by Tuesday, July 20, 2021 at 3:00 p.m. in advance of the meeting to facilitate the Board's consideration and/or discussion of such questions and comments during the meeting. The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office of least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Georae S. Flint
Governmental Management Services - Central Florida, LLC
District Manager
June 30, July 7, 2021

#5993139

SECTION 2

Poinciana West
Community Development District

Unaudited Financial Reporting
July 31, 2021



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1	<hr/>	<u>Balance Sheet</u>
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3	<hr/>	<u>Debt Service</u>
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5	<hr/>	<u>Assessment Receipt Schedule</u>

Poinciana West
Community Development District
Combined Balance Sheet
July 31, 2021

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Totals Governmental Funds</i>
Assets:			
Cash			
Operating Account - Suntrust	\$ 208,108	\$ -	\$ 208,108
Money Market Account	\$ 493,472	\$ -	\$ 493,472
Due from General Fund	\$ -	\$ 10,654	\$ 10,654
Investments			
Series 2017			
Reserve R1	\$ -	\$ 392,343	\$ 392,343
Reserve R2	\$ -	\$ 121,828	\$ 121,828
Revenue	\$ -	\$ 282,926	\$ 282,926
Redemption R1	\$ -	\$ 18,209	\$ 18,209
Redemption R2	\$ -	\$ 7,359	\$ 7,359
Total Assets	\$ 701,580	\$ 833,319	\$ 1,534,898
Liabilities:			
Accounts Payable	\$ 18,478	\$ -	\$ 18,478
Due to Debt Service	\$ 10,654	\$ -	\$ 10,654
Total Liabilities	\$ 29,132	\$ -	\$ 29,132
Fund Balances:			
Unassigned	\$ 607,291	\$ -	\$ 607,291
Operating Reserves	\$ 65,156	\$ -	\$ 65,156
Debt Service	\$ -	\$ 833,319	\$ 833,319
Total Fund Balances	\$ 672,447	\$ 833,319	\$ 1,505,766
Total Liabilities & Fund Balance	\$ 701,580	\$ 833,319	\$ 1,534,898

Poinciana West
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending July 31, 2021

	Adopted Budget	Prorated Budget Thru 07/31/21	Actual Thru 07/31/21	Variance
Revenues				
Special Assessments - Tax Collector	\$ 291,294	\$ 291,294	\$ 292,468	\$ 1,174
Interest	\$ 1,000	\$ 833	\$ 441	\$ (392)
Total Revenues	\$ 292,294	\$ 292,127	\$ 292,909	\$ 782
Expenditures:				
General & Administrative:				
Supervisors Fees	\$ 6,000	\$ 5,000	\$ 1,800	\$ 3,200
FICA Expense	\$ 459	\$ 383	\$ 138	\$ 245
Engineering	\$ 15,000	\$ 12,500	\$ 5,970	\$ 6,530
Attorney	\$ 30,000	\$ 25,000	\$ 4,394	\$ 20,607
Arbitrage	\$ 450	\$ 450	\$ 450	\$ -
Dissemination	\$ 5,500	\$ 4,583	\$ 4,567	\$ 17
Annual Audit	\$ 3,415	\$ 3,310	\$ 3,310	\$ -
Trustee Fees	\$ 7,050	\$ 7,050	\$ 7,004	\$ 46
Assessment Administration	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Management Fees	\$ 45,000	\$ 37,500	\$ 37,500	\$ -
Information Technology	\$ 1,500	\$ 1,250	\$ 1,250	\$ -
Telephone	\$ 100	\$ 83	\$ -	\$ 83
Postage	\$ 1,250	\$ 1,042	\$ 273	\$ 768
Printing & Binding	\$ 1,000	\$ 833	\$ 160	\$ 674
Insurance	\$ 7,700	\$ 7,700	\$ 7,351	\$ 349
Legal Advertising	\$ 2,500	\$ 2,083	\$ 2,186	\$ (102)
Other Current Charges	\$ 1,000	\$ 833	\$ 875	\$ (42)
Office Supplies	\$ 300	\$ 250	\$ 48	\$ 202
Property Appraiser	\$ 3,100	\$ 2,583	\$ -	\$ 2,583
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative:	\$ 136,499	\$ 117,609	\$ 82,449	\$ 35,160
Operations and Maintenance Expenses				
Maintenance:				
Field Services	\$ 10,000	\$ 8,333	\$ 8,333	\$ 0
Landscape Maintenance	\$ 59,868	\$ 49,890	\$ 46,912	\$ 2,978
Aquatic Control Maintenance	\$ 64,479	\$ 53,733	\$ 47,500	\$ 6,233
Aquatic Midge Management	\$ 30,000	\$ 25,000	\$ 19,833	\$ 5,167
R&M Plant Replacement	\$ 3,000	\$ 2,500	\$ -	\$ 2,500
Storm Structure Repairs	\$ 10,000	\$ 8,333	\$ 150	\$ 8,183
Contingency	\$ 10,000	\$ 8,333	\$ -	\$ 8,333
Capital Outlay	\$ 10,000	\$ -	\$ -	\$ -
Total Operations and Maintenance Expenses	\$ 197,347	\$ 156,122	\$ 122,728	\$ 33,394
Total Expenditures	\$ 333,846	\$ 273,732	\$ 205,177	\$ 68,554
Excess Revenues (Expenditures)	\$ (41,552)		\$ 87,732	
Fund Balance - Beginning	\$ 41,552		\$ 519,559	
Fund Balance - Ending	\$ 0		\$ 607,291	

Poinciana West
Community Development District
Debt Service Fund Series 2016
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending July 31, 2021

	Adopted Budget	Prorated Budget Thru 07/31/21	Actual Thru 07/31/21	Variance
Revenues				
Special Assessments - Tax Collector	\$ 1,048,751	\$ 1,048,751	\$ 1,052,323	\$ 3,572
Special Assessments - Prepayments	\$ -	\$ -	\$ 35,627	\$ 35,627
Interest Income	\$ 1,000	\$ 833	\$ 40	\$ (793)
Total Revenues	\$ 1,049,751	\$ 1,049,584	\$ 1,087,990	\$ 38,406
Expenditures:				
Property Appraiser	\$ 11,200	\$ -	\$ -	\$ -
Series 2017 R-1				
Interest - 11/1	\$ 184,950	\$ 184,950	\$ 184,869	\$ 81
Special Call - 11/1	\$ -	\$ -	\$ 15,000	\$ (15,000)
Principal - 5/1	\$ 415,000	\$ 415,000	\$ 415,000	\$ -
Special Call - 5/1	\$ -	\$ -	\$ 10,000	\$ (10,000)
Interest - 5/1	\$ 184,950	\$ 184,569	\$ 184,569	\$ -
Series 2017 R-2				
Interest - 11/1	\$ 69,324	\$ 69,324	\$ 69,324	\$ -
Special Call - 11/1	\$ -	\$ -	\$ 5,000	\$ (5,000)
Principal - 5/1	\$ 90,000	\$ 90,000	\$ 90,000	\$ -
Special Call - 5/1	\$ -	\$ -	\$ 25,000	\$ (25,000)
Interest - 5/1	\$ 69,324	\$ 69,324	\$ 69,190	\$ 134
Total Expenditures	\$ 1,024,749	\$ 1,013,168	\$ 1,067,952	\$ (54,784)
Excess Revenues (Expenditures)	\$ 25,002		\$ 20,038	
Fund Balance - Beginning	\$ 287,459		\$ 813,281	
Fund Balance - Ending	\$ 312,461		\$ 833,319	

Poinciana West
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
Revenues													
Special Assessments - Tax Collector	\$ -	\$ 34,450	\$ 216,952	\$ 20,799	\$ 6,794	\$ 4,344	\$ 6,052	\$ 983	\$ 2,094	\$ -	\$ -	\$ -	\$ 292,468
Interest	\$ 42	\$ 41	\$ 47	\$ 49	\$ 44	\$ 44	\$ 43	\$ 44	\$ 42	\$ 44	\$ -	\$ -	\$ 441
Total Revenues	\$ 42	\$ 34,492	\$ 217,000	\$ 20,848	\$ 6,838	\$ 4,388	\$ 6,095	\$ 1,027	\$ 2,136	\$ 44	\$ -	\$ -	\$ 292,909
Expenditures:													
General & Administrative:													
Supervisors Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 800	\$ -	\$ -	\$ 1,000	\$ -	\$ -	\$ -	\$ 1,800
RICA Expense	\$ -	\$ -	\$ -	\$ -	\$ 61	\$ -	\$ -	\$ -	\$ 77	\$ -	\$ -	\$ -	\$ 138
Engineering	\$ -	\$ -	\$ -	\$ -	\$ 1,010	\$ -	\$ 320	\$ 3,360	\$ -	\$ 1,280	\$ -	\$ -	\$ 5,970
Attorney	\$ 210	\$ 297	\$ -	\$ 830	\$ -	\$ 1,170	\$ 57	\$ 570	\$ -	\$ 1,260	\$ -	\$ -	\$ 4,394
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ 450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450
Dissemination	\$ 617	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 617	\$ 417	\$ 417	\$ 417	\$ -	\$ -	\$ 4,567
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,310	\$ -	\$ -	\$ 3,310
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ 7,004	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,004
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Management Fees	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ -	\$ -	\$ 37,500
Information Technology	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ -	\$ -	\$ 1,250
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 1	\$ 27	\$ 5	\$ 3	\$ 15	\$ 75	\$ 4	\$ 75	\$ 15	\$ 67	\$ -	\$ -	\$ 273
Printing & Binding	\$ -	\$ -	\$ -	\$ -	\$ 0	\$ 3	\$ 108	\$ -	\$ 46	\$ 2	\$ -	\$ -	\$ 160
Insurance	\$ 7,851	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,851
Legal Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 589	\$ -	\$ -	\$ -	\$ 1,015	\$ -	\$ -	\$ 2,186
Other Current Charges	\$ 49	\$ 46	\$ 49	\$ 50	\$ 46	\$ 173	\$ 49	\$ 173	\$ 57	\$ 184	\$ -	\$ -	\$ 875
Office Supplies	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 15	\$ 0	\$ 16	\$ 16	\$ -	\$ -	\$ 48
Property Appraiser	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total General & Administrative:	\$ 17,277	\$ 4,661	\$ 4,346	\$ 5,174	\$ 11,793	\$ 8,174	\$ 5,045	\$ 9,051	\$ 5,503	\$ 11,425	\$ -	\$ -	\$ 82,449
Operations and Maintenance Expenses													
Maintenance:													
Field Services	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ -	\$ -	\$ 8,233
Landscape Maintenance	\$ 4,691	\$ 4,691	\$ 4,691	\$ 4,691	\$ 4,691	\$ 4,691	\$ 4,691	\$ 4,691	\$ 4,691	\$ 4,691	\$ -	\$ -	\$ 46,912
Aquatic Control Maintenance	\$ 4,821	\$ 4,679	\$ 4,750	\$ 4,750	\$ 4,750	\$ 4,750	\$ 4,750	\$ 4,750	\$ 4,750	\$ 4,750	\$ -	\$ -	\$ 47,500
Aquatic Midge Management	\$ 1,983	\$ 1,983	\$ 1,983	\$ 1,983	\$ 1,983	\$ 1,983	\$ 1,983	\$ 1,983	\$ 1,983	\$ 1,983	\$ -	\$ -	\$ 19,833
R&M Plant Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Storm Structure Repairs	\$ -	\$ -	\$ -	\$ -	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Operations and Maintenance Expenses	\$ 12,329	\$ 12,187	\$ 12,258	\$ 12,258	\$ 12,258	\$ 12,408	\$ 12,258	\$ 12,258	\$ 12,258	\$ 12,258	\$ -	\$ -	\$ 121,720
Total Expenditures	\$ 29,606	\$ 16,848	\$ 16,604	\$ 17,432	\$ 24,051	\$ 20,582	\$ 17,303	\$ 21,309	\$ 17,760	\$ 23,683	\$ -	\$ -	\$ 205,177
Excess Revenues (Expenditures)	\$ (29,564)	\$ 17,644	\$ 200,396	\$ 3,416	\$ (17,213)	\$ (16,194)	\$ (11,208)	\$ (20,282)	\$ (15,624)	\$ (23,639)	\$ -	\$ -	\$ (87,732)

Poinciana West
Community Development District
Special Assessment Receipts
Fiscal Year 2021

MAINTENANCE ASSESSMENTS

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

Date	Distribution	Gross Assessments			Net Assessments			100.00%
		Received	Discounts/Penalties	Commissions Paid	Interest Income	Received	General Fund	
11/16/20	ACH	\$1,492.56	(\$59.68)	(\$28.66)	\$0.00	\$1,404.22	\$1,404.22	
11/20/20	ACH	\$4,766.82	(\$241.12)	(\$90.51)	\$0.00	\$4,435.19	\$4,435.19	
11/23/20	ACH	\$30,410.91	(\$1,215.98)	(\$583.90)	\$0.00	\$28,611.03	\$28,611.03	
12/01/20	ACH	\$40,672.26	(\$1,626.28)	(\$780.92)	\$0.00	\$38,265.06	\$38,265.06	
12/11/20	ACH	\$55,411.29	(\$2,215.62)	(\$1,063.91)	\$0.00	\$52,131.76	\$52,131.76	
12/18/20	ACH	\$134,516.97	(\$5,378.66)	(\$2,582.77)	\$0.00	\$126,555.54	\$126,555.54	
01/15/21	ACH	\$21,892.99	(\$669.57)	(\$424.47)	\$0.00	\$20,798.95	\$20,798.95	
02/01/21	ACH	\$0.00	\$0.00	\$0.00	\$18.33	\$18.33	\$18.33	
02/16/21	ACH	\$7,043.94	(\$129.64)	(\$138.29)	\$0.00	\$6,776.01	\$6,776.01	
03/15/21	ACH	\$4,479.21	(\$46.73)	(\$88.65)	\$0.00	\$4,343.83	\$4,343.83	
04/15/21	ACH	\$6,173.97	\$0.00	(\$123.48)	\$0.00	\$6,050.49	\$6,050.49	
04/30/21	ACH	\$0.00	\$0.00	\$0.00	\$1.15	\$1.15	\$1.15	
05/14/21	ACH	\$1,003.35	\$0.00	(\$20.07)	\$0.00	\$983.28	\$983.28	
06/15/21	ACH	\$576.51	\$0.00	(\$11.53)	\$0.00	\$564.98	\$564.98	
06/18/21	ACH	\$1,559.76	\$0.00	(\$31.20)	\$0.00	\$1,528.56	\$1,528.56	
						\$0.00	\$0.00	
Total Collected		\$ 310,000.54	\$ (11,583.28)	\$ (5,968.36)	\$ 19.48	\$ 292,468.38	\$ 292,468.38	
Percentage Collected							101%	

DEBT SERVICE ASSESSMENTS

Gross Assessments \$ 1,115,692.50
 Certified Net Assessments \$ 1,037,594.02

Date	Distribution	Gross Assessments			Net Assessments			100%
		Received	Discounts/Penalties	Commissions Paid	Interest Income	Received	Debt Service Fund	
11/16/20	ACH	\$4,806.06	(\$192.22)	(\$92.28)	\$0.00	\$4,521.56	\$4,521.56	
11/20/20	ACH	\$17,541.92	(\$887.44)	(\$333.09)	\$0.00	\$16,321.39	\$16,321.39	
11/23/20	ACH	\$107,793.06	(\$4,311.22)	(\$2,069.64)	\$0.00	\$101,412.20	\$101,412.20	
12/01/20	ACH	\$142,808.64	(\$5,711.68)	(\$2,741.94)	\$0.00	\$134,355.02	\$134,355.02	
12/11/20	ACH	\$199,794.78	(\$7,990.86)	(\$3,836.08)	\$0.00	\$187,967.84	\$187,967.84	
12/18/20	ACH	\$488,158.38	(\$19,524.06)	(\$9,372.69)	\$0.00	\$459,261.63	\$459,261.63	
01/15/21	ACH	\$79,192.59	(\$2,415.42)	(\$1,535.54)	\$0.00	\$75,241.63	\$75,241.63	
02/01/21	ACH	\$0.00	\$0.00	\$0.00	\$65.83	\$65.83	\$65.83	
02/16/21	ACH	\$25,921.75	(\$477.19)	(\$508.89)	\$0.00	\$24,935.67	\$24,935.67	
03/15/21	ACH	\$15,797.03	(\$164.82)	(\$312.64)	\$0.00	\$15,319.57	\$15,319.57	
04/15/21	ACH	\$22,721.14	\$0.00	(\$454.42)	\$0.00	\$22,266.72	\$22,266.72	
04/30/21	ACH	\$0.00	\$0.00	\$0.00	\$4.18	\$4.18	\$4.18	
05/14/21	ACH	\$3,005.75	\$0.00	(\$60.12)	\$0.00	\$2,945.63	\$2,945.63	
06/15/21	ACH	\$2,121.54	\$0.00	(\$42.43)	\$0.00	\$2,079.11	\$2,079.11	
06/18/21	ACH	\$5,739.83	\$0.00	(\$114.80)	\$0.00	\$5,625.03	\$5,625.03	
						\$0.00	\$0.00	
Total Collected		\$ 1,115,402.47	\$ (41,674.91)	\$ (21,474.56)	\$ 70.01	\$ 1,052,323.01	\$ 1,052,323.01	
Percentage Collected							101%	

SECTION D

SECTION 1

Poinciana West Community Development District



September 15, 2021
Clayton Smith - Field Services Manager
GMS

Pond Aquatic Inspection

Figure 1 – Slight Algae bloom due to Hydrilla Treatment



Minor algae bloom



- ✚ Ponds inspected for algae, invasives and hydrilla.
- ✚ Still some Hydrilla present to address with contractor.
- ✚ Some minor algae blooms that are being treated.
- ✚ Responding to complaints and addressing concerns with contractors.

Pond Action Items

- ✚ Action items generated from site review and engineer's report.
- ✚ Repairs are in progress and expected to be complete first week of October.

Minor pond bank erosion



Minor pond bank erosion – Could benefit from drainage.



Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-201-1514, or by email at csmith@gmscfl.com. Thank you.

Respectfully,
Clayton Smith



PW All Services By Customer Summary

Page 1 of 1
Thursday, September 09, 2021
8:56:32 AM

Run By: cchallacombe

Poinciana West Community Dev. Dist. (P07800)

Filter Date between 08/01/2021 and 08/31/2021

Customer	Work Type	Service Item	Start Date	End Date	Used Quantity	Unit Of Measure
P07800 - Poinciana West Community Dev. Dist.	Municipal Back	KIS1769 - Midge BP Abate Pellets	08/19/2021	08/19/2021	6.25	acr
P07800 - Poinciana West Community Dev. Dist.	Night Truck	KIS2827 - Biomist 4+4 Truck ULV	08/02/2021	08/02/2021	2.10	mi
P07800 - Poinciana West Community Dev. Dist.	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV	08/05/2021	08/05/2021	2.40	mi
P07800 - Poinciana West Community Dev. Dist.	Night Truck	KIS2827 - Biomist 4+4 Truck ULV	08/11/2021	08/11/2021	2.20	mi
P07800 - Poinciana West Community Dev. Dist.	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV	08/12/2021	08/12/2021	2.40	mi
P07800 - Poinciana West Community Dev. Dist.	Night Truck	KIS2827 - Biomist 4+4 Truck ULV	08/16/2021	08/16/2021	2.10	mi
P07800 - Poinciana West Community Dev. Dist.	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV	08/19/2021	08/19/2021	2.30	mi
P07800 - Poinciana West Community Dev. Dist.	Night Truck	KIS2827 - Biomist 4+4 Truck ULV	08/23/2021	08/23/2021	2.20	mi
P07800 - Poinciana West Community Dev. Dist.	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV	08/26/2021	08/26/2021	2.50	mi
P07800 - Poinciana West Community Dev. Dist.	Night Truck	KIS2827 - Biomist 4+4 Truck ULV	08/30/2021	08/30/2021	2.20	mi
					20.40	



PW Monthly Treatment Report

Date between : 8/1/2021 and 8/31/2021

Customer Site ID	Treatment Date	Condition/Weeds Treated
4A	8/2/21	Clean
16A	8/3/21	Clean
1	8/3/21	Shoreline Grasses
2	8/3/21	Shoreline Grasses
3	8/30/21	Clean
3	8/2/21	Filamentous
4	8/30/21	Clean
5	8/16/21	Shoreline Grasses
6	8/16/21	Shoreline Grasses
7	8/16/21	Shoreline Grasses
8	8/16/21	Shoreline Grasses
9	8/16/21	Shoreline Grasses
10	8/30/21	Clean
10	8/16/21	Shoreline Grasses
11	8/16/21	Shoreline Grasses
12	8/26/21	Filamentous
12	8/26/21	Hydrilla
12	8/16/21	Shoreline Grasses
13	8/3/21	Clean
15	8/19/21	Filamentous
15	8/19/21	Hydrilla
16	8/19/21	Filamentous
16	8/19/21	Hydrilla
17	8/19/21	Filamentous
17	8/19/21	Hydrilla
18	8/30/21	Clean
18	8/16/21	Shoreline Grasses
20	8/30/21	Duckweed
20	8/30/21	Filamentous
20	8/30/21	Planktonic
20	8/16/21	Shoreline Grasses
21	8/30/21	Duckweed
21	8/30/21	Filamentous
21	8/16/21	Shoreline Grasses
22	8/30/21	Filamentous
22	8/16/21	Shoreline Grasses

SECTION 2

