

*Poinciana West
Community Development District*

Agenda Package

September 21, 2022

AGENDA

Poinciana West

Community Development District

3/187

219 E. Livingston Street, Orlando, Florida 32801

Phone: 407-841-5524 – Fax: 407-839-1526

September 14, 2022

**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 21, 2022 at 9:00 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 20, 2022 Meeting
5. Consideration of Insurance Proposals for Fiscal Year 2023
6. Review of HOA Correspondence Regarding Management of Reclaimed Water (Irrigation) System
7. Consideration of Property Conveyance Agreement with Avatar
8. 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
 1. Consideration of Proposal for Landscape Maintenance Services Agreement Renewal
 2. Consideration of Proposal for Pond Maintenance Agreement Renewal
 3. Consideration of Proposal for Midge Agreement Renewal

ii. Customer Complaint Log

9. Supervisor's Requests
10. General Audience Comments
11. Other Business
12. Next Meeting Date – November 16, 2022
13. Adjournment

Sincerely,

Tricia L. Adams

District Manager

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 20, 2022 at 9:00 a.m. via Zoom Communication Media Technology and in the Starlite Ballroom, 384 Village Drive, Poinciana, Florida.

Present and constituting a quorum were:

Peggy Gregory	Chair
Roy LaRue	Vice Chairman
Dr. Maneck Master	Assistant Secretary
Mayra Skeete	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
Jarrett Wright	GMS Field Services
Residents (<i>Present & via Zoom</i>)	

The following is a summary of the discussions and actions taken at the July 20, 2022 Poinciana West Community Development District's Board of Supervisors Meeting.

FIRST ORDER OF BUSINESS

Roll Call

Ms. Adams called the meeting to order at 9:00 a.m. and called the roll. All Supervisors were present with the exception of Mr. Joseph Clark.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

The Pledge of Allegiance was recited.

THIRD ORDER OF BUSINESS**Public Comment Period on Agenda Items**

There were no public comments.

FOURTH ORDER OF BUSINESS**Approval of Minutes of the May 18, 2022 Meeting**

Ms. Adams noted that the May 18, 2022 minutes were provided to the Board in June for review. No comments or corrections were received.

On MOTION by Dr. Master seconded by Ms. Skeete with all in favor the Minutes of the May 18, 2022 Meeting as presented were approved.

FIFTH ORDER OF BUSINESS**Review and Acceptance of Fiscal Year 2021 Audit Report**

Ms. Adams presented the Fiscal Year 2021 Audit Report, which was included in the agenda package. The audit was prepared by Berger, Toombs, Elam, Gaines & Frank, who was selected by the Board as recommended by the Audit Committee. The District was required to have an annual independent audit of the District's finances each year and file with the State of Florida by June 30th. It was completed on time. It was a clean audit with no exceptions, findings, or recommendations.

Ms. Gregory questioned an audit note under, "*Notes to Financial Statements,*" regarding the reclaimed water infrastructure owned by the District, but managed by the Solivita Community Association, which is the Homeowners Association (HOA). Dr. Master questioned why the CDD was a party to agreement if the HOA operated the irrigation system and there was no involvement by the CDD. Ms. Adams stated that the CDD owned the larger reclaimed water pipes. The reclaimed water infrastructure agreement was between the CDD and the HOA for the HOA to manage the irrigation system. Ms. Leo explained that bond funds were used for some of that reclaimed piping, which was why the CDD was a party to the agreement. At Ms. Gregory's request, Ms. Adams would circulate a copy of the agreement to the Board. Mr. LaRue requested it be called "*recycled water*" versus "*reclaimed water.*" Dr. Master voiced concern about having an auto-renew agreement. Ms. Adams explained that the agreement automatically renewed unless it was cancelled 180 days prior to the expiration. Mr. Clark would review the agreement and this item would be placed on a future agenda for discussion.

On MOTION by Ms. Gregory seconded by Dr. Master with all in favor Accepting the Fiscal Year 2021 audit was approved.

SIXTH ORDER OF BUSINESS

Consideration of First Amendment to Agreement for Engineering Service

Mr. Clark presented the First Amendment to Agreement for Engineering Services, which he was directed to prepare at the Chair's request and provide to the District Engineer for consideration. Ms. Leo requested that the agreement be for 12 months instead of 24 months and provided for Zoom attendance when possible.

On MOTION by Mr. LaRue seconded by Ms. Skeete with all in favor the First Amendment to Agreement for Engineering Services with GAI Consultants, Inc. was approved.

Mr. Clark would revise the agreement and provide to Ms. Adams for signature.

SEVENTH ORDER OF BUSINESS

Discussion of Acquisition Agreement with Avatar Properties

Ms. Adams presented a draft Acquisition Agreement with Avatar Properties, which was prepared by Taylor Morrison's (TM's) counsel, Mr. Jere Earlywine. Mr. Clark recalled that the Board wanted TM to pay the cost of reviewing the parcels, but TM would only pay the cost if the CDD agreed in advance to accept the parcels barring any engineering, title, or legal issues. However, the way the agreement was written, it delegated to the District Engineer and District Counsel to make recommendations within fairly narrow frameworks and accept the parcels, which Mr. Clark did not agree with as it was a Board decision based on staff recommendations. In Ms. Leo's opinion, it was the intent of Avatar not to own anything in perpetuity as far as wetlands and they were intended to be part of the CDD at some point. It would take time to provide a cost estimate due to the disconnect with Taylor Morrison as the data was fragmented.

Discussion ensued. Mr. LaRue questioned the number of actual parcels coming to the District. Ms. Adams explained that Taylor Morrison was proposing to convey 50 parcels to the District. The Board had voiced a concern about taking the parcels piecemeal and wanted to know everything that would be conveyed to the District. Mr. LaRue asked if it was normal to own wetlands instead of ponds. Mr. Clark confirmed that it was not unusual for the District to own

wetlands. Ms. Gregory noted no date on the contract and questioned where the 50 wetlands came from as only 29 wetlands were owned by Avatar. Ms. Leo explained that the distinction was in how it was platted and the 50 wetlands were based on the Property Appraiser platted tracts. Ms. Adams stated that the District Engineer would carefully review the parcels for the Board to consider and would identify open space or areas that lie between residential property and conservation tracts or stormwater tracts. She noted if the District accepted the property, the District would be compelled to maintain it. Staff would not make a determination on if the property is acceptable until the Board directed staff to work on it. Ms. Gregory wanted the Board to know exactly what they were getting involved in and asked Mr. Tony Reed to work with the South Florida Water Management District (SFWMD) to walk through the areas and provide permit numbers and report on areas of responsibility.

Ms. Gregory recommended further research because TM did not pay their bills and the District did not have the budget to maintain the property. It would take 12 months or more to receive all of the information and her concern was the agreement not having a specific definition and overall cost of maintenance. Ms. Adams noted that Exhibit B to the Acquisition Agreement would provide the estimated annual maintenance costs. Ms. Leo suggested having work sessions with TM to discuss these issues. Mr. LaRue recalled that the District wanted to collect \$5,000 per pond to cover any District expenses when there were three to five parcels, but now there were 50 parcels and questioned what an appropriate amount would be. Mr. Clark estimated \$10,000 on the legal side based on the types of documents. Ms. Leo estimated between \$2,500 for engineering, if all documentation was submitted and there were no questions and \$10,000 if there were issues. Ms. Gregory did not care about the amount as long as the conveyance was complete and correct and preferred that TM provide the money upfront prior to the process commencing, unless TM agreed to pay a deposit and pay the balance when the documents were ready and reviewed by District Counsel and the District Engineer.

Ms. Adams asked if Mr. Clark had enough information and direction from the Board to take the next step. Mr. Clark did not want the Board to agree in advance to accept anything and requested direction from the Board on how to proceed. Ms. Adams suggested that Mr. Clark revise the agreement and provide it at the next meeting for Board review. Mr. LaRue was in favor of Ms. Leo's idea of having a working meeting and bringing a sample of a complete acquisition package to show to TM. Ms. Leo recommended including the HOA as the long-term

entity. Based on input from Ms. Gregory, Mr. Clark would suggest language that might be acceptable to the Board and bring back to the next meeting. Dr. Master was in favor of Mr. Clark informing Mr. Earlywire that the current agreement did not make sense to the Board. After further discussion, there was Board consensus for Mr. Clark to communicate with Mr. Earlywire on the agreement and bring back a revised agreement at the September meeting for Board discussion and input.

EIGHTH ORDER OF BUSINESS

Public Hearing for Fiscal Year 2023 Budget Adoption

Ms. Adams stated that the public hearing was published in accordance with Florida Statutes in the newspaper and on the CDD website.

A. Open Public Hearings

On MOTION by Dr. Master seconded by Ms. Skeete with all in favor the public hearing on the Fiscal Year 2023 budget was opened.

B. Presentation of Fiscal Year 2023 Budget

Ms. Adams presented the proposed budget for Fiscal Year 2023, which was included in the agenda package, starting on October 1, 2022, and running through September 30, 2023, and highlighted the following:

- Under *Revenues, Property Conveyance Fees* of \$15,000 were added.
- At the Board's request, *Actuals* were through the end of June 30, 2022, September 2021, and September 2020 and *Total Projected* was through the end of this fiscal year. For comparison, the adopted budget for next fiscal year was compared to the current fiscal year.
- At the Board's request, engineering and expenses were documented for the property conveyance in separate line items.
- *Information Technology* and *Website Maintenance* increased by 10%.
- *Telephone* decreased from \$100 to \$50, *Postage* decreased from \$1,250 to \$1,000, *Printing and Binding* decreased from \$1,000 to \$800, *Insurance* decreased from \$6,778 to \$6,025 and *Office Supplies* decreased from \$300 to \$200.

- The total amount for *Administration* was \$131,388.
- The assessment per unit was \$186.57 per unit, similar to last year.

Ms. Gregory previously expressed concern about banking fees, which increased from \$1,000 to \$2,500 and noted that Truist was currently charging the District \$133.25 for the checking account and fees being charged by US Bank were over \$7,000. She was waiting to hear from a Trust Manager at Truist about the service charges. US Bank agreed that the District was not being charged correctly and decreased the amount of charges from \$7,000 to \$4,256.13. Ms. Adams pointed out that in the Proposed Budget, \$4,256 was budgeted for *Trustee Fees*, due to the efforts of the Chairman and the remaining bank fees were related to the General Fund and budgeted under *Other Current Charges*. The amount proposed for next year was \$2,400. The District was not compelled to spend that amount and any further reduction in fees, would be to the advantage of the District. Ms. Gregory was trying to negotiate the insurance cost with EGIS, which increased from \$6,000 to \$6,778. According to EGIS, costs were increasing, but they would not know the proposed premium amount until they spoke with the insurance carrier on September 1st. Ms. Skeete thanked Ms. Gregory for her hard work.

C. Public Comments Regarding Budget and Special Assessments

There were no public comments.

D. Consideration of Resolution 2022-02 Adopting the Fiscal Year 2023 Budget and Relating to the Annual Appropriations

Ms. Adams presented Resolution 2022-02, adopting the Fiscal Year 2021 Budget, which was included in the agenda package. Mr. Clark reviewed the resolution and had no changes.

On MOTION by Dr. Master seconded by Mr. LaRue with all in favor Resolution 2022-02 Adopting the Fiscal Year 2023 Budget and Relating to the Annual Appropriations was approved.

E. Consideration of Resolution 2022-03 Imposing Special Assessments and Certifying an Assessment Roll

Ms. Adams presented Resolution 2022-03, which was included in the agenda package along with a copy of the Fiscal Year 2023 Adopted Budget and Tax Roll, which were exhibits. Mr. Clark reviewed the resolution and had no changes. Ms. Gregory questioned the percentage

of the assessment amount that paid the expenses of the District. Ms. Adams noted the total amount on the tax bill was \$873.15, the operations and maintenance (O&M) fee was approximately \$187 and the debt service was approximately \$687. About a third of the Tax Bill went toward the expense of maintaining the District and the property that the District owned.

On MOTION by Mr. LaRue seconded by Ms. Skeete with all in favor Resolution 2022-03 Imposing Special Assessments and Certifying an Assessment Roll was approved.

F. Close Public Hearing

On MOTION by Dr. Master seconded by Mr. LaRue with all in favor the public hearing on the Fiscal Year 2023 budget was closed.

NINTH ORDER OF BUSINESS

Consideration of Resolution 2022-04 Authorizing the Use of Electronic Documents and Signatures

Ms. Adams presented Resolution 2020-04, which was included in the agenda package, allowing for the Chair’s signature to be facilitated electronically. Some District records would require an original signature, but for routine District records, an electronic signature was permitted. Mr. Clark had no issues with the resolution.

On MOTION by Dr. Master seconded by Ms. Skeete with all in favor Resolution 2022-03 Imposing Special Assessments and Certifying an Assessment Roll was approved.

TENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

There being none, the next item followed.

B. Engineer

There being none, the next item followed.

C. District Manager

Ms. Adams contacted four different organizations specializing in government insurance, that were familiar with public officials and liability insurance, the only type of insurance that the District utilizes. Two of the organizations were non-responsive and she hoped to provide multiple proposals for the Board to consider at the next meeting, including one from the current provider. Dr. Master asked if there were national organizations that offered this type of insurance other than the State insurance agencies. Ms. Adams did not know of anyone outside of the State of Florida. She noted Florida had a litigious environment.

i. Approval of Check Register

Ms. Adams presented the Check Register for May 11, 2022 through July 12, 2022 totaling \$30,722.03. It included the General Fund, payroll, detailed invoices, and Check Run summary.

Ms. Gregory asked if the \$160 the charge for moving the alligator signs was returned as discussed at the last meeting. Mr. Smith provided approval to the accountant to return the \$160. Ms. Adams would check with the accountant and report back to the Board. Ms. Gregory requested that the accountant not pay the \$125 charge for use of the ballroom because both Poinciana and Poinciana West CDDs were being charged, but not the HOA, which was not right. Ms. Adams would hold the invoice. In response to Dr. Master's question, Ms. Gregory stated that the ballroom was owned by TM.

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

ii. Balance Sheet and Income Statement

Ms. Adams presented the Unaudited Financial Statement through June 30, 2022. No Board action was required. The District was in a good cash position as the Unassigned Balance under the General Fund was \$719,566. The Board did a good job controlling expenses as expenses were \$203,349. Mr. LaRue questioned the amount in reserves. Ms. Adams explained that no specific reserve account was set aside as a Capital Reserve Fund but anticipated using unassigned funds through the end of the fiscal year and the first couple of months of the fiscal year before tax revenue started to arrive as income. According to the Projected Fund Balance Analysis that was included in the Proposed Budget, the projected ending fund balance this fiscal

year was \$642,160, recognizing \$36,738 to balance the budget for next year. Ms. Gregory questioned what was needed to lower some of the tax bills. Ms. Adams recommended getting an understanding of the expense to maintain the property that the Board will consider accepting versus lowering the Tax Bill.

Ms. Gregory questioned the interest received on the \$600,000 to \$700,000. Ms. Adams explained that the District was restricted due to a public depository requirement and only had three options. There was not a significant amount of interest. Dr. Master recommended United States Treasury bonds, which were allowable, getting over 2% currently and felt that the District needed to manage their cash better. Ms. Adams noted in the Truist account that Ms. Gregory was referring to earlier, the District had \$243,000 and \$493,000 in the higher interest-bearing market account. Ms. Gregory asked if the money market was with Truist. Ms. Adams would find out but stated that the audit specified the public depository requirements and the types of accounts that Districts could consider. Ms. Gregory asked Dr. Master to provide all of the options that the District had on what to do with their cash to Ms. Adams to update the Board at the next meeting.

iii. Approval of Fiscal Year 2023 Meeting Schedule

Ms. Adams was informed by Ms. Gregory that the meeting schedule in the agenda package had dates on Mondays and Tuesdays versus the third Wednesday and provided a corrected meeting schedule for Fiscal Year 2023 at 9:00 a.m. on the third Wednesday of November, January, March, May, July, and September in the Starlight Ballroom.

On MOTION by Ms. Skeete seconded by Dr. Master with all in favor the Fiscal Year 2023 meeting schedule as amended was approved.

D. Field Manager

i. Field Manager's Report

Mr. Smith presented the Field Manager's Report, which was included in the agenda package. The fish stocking was completed. Twenty-six total acres was approved by the Board to be stocked and they would continue to monitor the status and the effects to see if the Board would like to stock any additional ponds. Overall, the ponds were in good condition with only a few complaints, but suggested pond plantings along the edge of Ponds 21 and 22, which had

some natural littorals, but was sparse. There was Board consensus for Ms. Adams to schedule a presentation by Clarke for the September meeting.

Mr. Smith was coordinating with Rudy to remove trash on Pond #17, due to construction in the area. Ms. Gregory felt that it would be ongoing issue as construction was ongoing. Mr. Smith recommended contacting to the builder to remind them about the trash. Dr. Master suggested making it clear to the residents that this was a TM issue and they should be contacting the builder. Mr. Smith presented treatment reports from Clarke, which were included in the agenda package.

ii. Customer Complaint Log

Mr. Smith presented the Customer Complaint Log, which was included in the agenda package. There were complaints about algae in Pond 17, which was treated. There was a complaint about overgrown grass in Pond 3. The resident wanted the District to mow more than usual, which Mr. Smith did not recommend because it was wet. In his opinion, the grass should be a foot or lower and was mowed every four to five weeks.

Dr. Master asked if mowing around the conservation easement was included in the contract. Mr. Smith explained that the CDD contract was for conservation areas. Floralawn mowed around the property and billed that portion to the HOA. Dr. Master recalled that they used to mow twice to clear out the conservation area and now only mowed once and was told that it was the CDD's responsibility. Mr. Smith believed that one crew was a backup crew or was the crew for the HOA ponds and would clarify this with Floralawn.

ELEVENTH ORDER OF BUSINESS

Supervisor's Requests

There being none, the next item followed.

TWELFTH ORDER OF BUSINESS

General Audience Comments

There being none, the next item followed.

THIRTEENTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

FOURTEENTH ORDER OF BUSINESS

Next Meeting Date – September 21, 2022

The next meeting was scheduled for September 21, 2022 at 9:00 a.m.

FIFTEENTH ORDER OF BUSINESS

Adjournment

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

Secretary / Assistant Secretary

Chairman / Vice Chairman

SECTION V

PUBLIC SECTOR

Insurance Proposal

2022/2023

POINCIANA WEST COMMUNITY DEVELOPMENT DISTRICT



Table of Contents

Overview	1
The Agency of Brown & Brown, Public Sector	
An Introduction to Your Service Team	
Preferred Governmental Insurance Trust	
Claims Services & Safety and Risk Management Services	
General Liability	2
Public Officials & Employment Practices Liability	3
Cyber Liability	4
Automobile Liability & Physical Damage	5
Broker Recommendation/Premium Recapitulation	6
Notes of Importance	
Compensation Disclosures	
Carrier Financial Status	
Guide to Best's Ratings	
Items Required Prior to Binding	7
Acceptance of Proposal – Premium Recapitulation	
Package Application	
Uninsured Motorist Form	
<i>Preferred</i> Signature Page	
<i>Preferred</i> Participation Agreement	

Our Story



Brown & Brown, Public Sector is a proud member of the Brown & Brown family – an 83-year-old, publicly traded, Florida corporation currently ranked as the 5th largest insurance brokerage in the United States of America. Our Brown & Brown family is now more than 11,000 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 Brown & Brown, Public Sector 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 200 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.

An Introduction to Your Service Team

Account Executives

Matt Montgomery Executive Vice President	(386) 239-7245	Matt.Montgomery@bbrown.com
Robin Russell, ARM-P, CISR, CSRM Director of Operations	(386) 239-4044	Robin.Russell@bbrown.com
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Service Representatives

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Melody Blake, ACSR Public Risk Specialist	(386) 239-4050	Melody.Blake@bbrown.com
Christina Carter, CIC, CRM Public Risk Specialist	(386) 333-6069	Christina.Carter@bbrown.com
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Schylar Howard Public Risk Specialist	(386) 265-6117	Schylar.Howard@bbrown.com
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Alexa Gray Public Risk & Claims Specialist	(386) 333-6068	Alexa.Gray@bbrown.com

Certificate Requests: 179.certificates@bbrown.com

Claim Reporting: 179.claims@bbrown.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 Brown & Brown are dedicated to achieving this goal and distinguishing ourselves from the competition.

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.

Preferred’s Member Types

Municipalities	Counties	Special Districts
Public Schools	Charter Schools	Sheriff Departments
Housing Authorities	Aviation Authorities	Transit, Port & Utility Authorities

Preferred’s 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.

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.

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.

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.

General Liability

Term: October 1, 2022 to October 1, 2023

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.

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

Term: October 1, 2022 to October 1, 2023

Company: Preferred Governmental Insurance Trust (*Preferred*)

Form: Claims Made – Duty to Defend / Occurrence

Coverage	Limit	Deductible
Public Officials Liability Retroactive Date: Full Prior Acts		
Per Claim	\$1,000,000	\$0 Per Claim
Employment Practices Liability Retroactive Date: Full Prior Acts		
Per Claim	\$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	

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.

Public Officials Liability/Employment Practices Liability

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

Public Officials Liability/Employment Practices 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.

Cyber Liability

Term: October 1, 2022 to October 1, 2023

Company: Preferred Governmental Insurance Trust (*Preferred*)

Form: Claims Made – Duty to Defend

Cyber Liability Retroactive Date: 10/1/2022		
Coverage	Limit	Deductible
Policy Limit – Annual Aggregate	\$2,000,000	Per Below
Third Party Liability Coverage		
Privacy & Security Liability, each claim	\$2,000,000	\$25,000
Media Content Services Liability, each claim	\$2,000,000	\$25,000
PCI DSS, sublimit	\$1,000,000	\$25,000
First Party Liability Coverage		
Cyber Extortion & Ransomware, each claim	\$500,000	\$25,000
Data Breach & Crisis Management, each claim	\$2,000,000	\$25,000
Data Recovery, each claim	\$2,000,000	\$25,000
Business Interruption / Extra Expense, each claim	\$2,000,000	\$25,000/12 Hr.
Cyber Crime, refer to form for sublimits – Annual Aggregate	\$250,000	\$25,000
Social Engineering Financial Fraud*	\$250,000	\$25,000
Funds Transfer Fraud	\$100,000	\$25,000
Invoice Manipulation	\$100,000	\$25,000
Utility Fraud, refer to form for sublimits – Annual Aggregate	\$100,000	\$25,000
Crypto Jacking	\$100,000	\$25,000
Telecommunications Fraud	\$100,000	\$25,000
System Failure – BI/EE, sublimit	\$1,000,000	\$25,000/12 Hr.
Dependent Business Interruption – System Failure, BI/EE, sublimit	\$1,000,000	\$25,000/12 Hr..
Bricking Coverage, sublimit	\$500,000	\$25,000
Consequential Reputation Loss Period of Restoration	\$500,000 6 Months	12 Hours

*Social Engineering Financial Fraud – Coverage shall only apply if you verify the instruction to transfer money or securities by following a pre-arranged callback or other established procedural method to authenticate the validity or the request prior to acting upon any transfer instructions.

Cyber Liability

Notes of Importance:

1. Defense Costs are paid in addition to policy limits.
2. Deductible does not apply to claims expense.

Exclusions, include but not limited to:

- Deliberate Acts / Personal Profit
- Prior Acts
- Bodily Injury / Property Damage
- Employment Practices
- Ownership
- Covered Party vs. Covered Party
- ERISA/Securities
- Pollution
- Contractual except when assumed under contract
- Guarantees
- Advertising
- Business Practice
- Patent
- Privacy
- Governmental Action
- Software Responsibility
- Act of God
- Recover of Profits, Royalties and Fees
- RICO
- Trade Secrets
- War
- Infrastructure Failure electrical, mechanical, Internet, telecommunication, cable or satellite failure, fluctuation or outage not under the operational control of the Insured, however caused, including any electrical power interruption, short circuit, surge, brownout or blackout, however this exclusion shall not apply to a telecommunications fraud event.
- Governmental Orders any court order or damaged requiring the Covered Party to provide law enforcement, any administrative, regulatory or judicial body or any other governmental authority access to personally identifiable information, protected health information, or confidential business information.
- Over-Redemption price discounts, prizes, awards, coupons, or any other valuable consideration given in excess of the contracted or expected amount.

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 Covered Party shall have the right to purchase an Optional Extended Reporting Period for up to 6 years following the effective date of the cancellation or nonrenewal, as shown below:

- Option 1 – 100% for 1 Year
- Option 2 – 150% for 2 Years
- Option 3 – 175% for 3 Years
- Option 4 – 250% for 6 Years

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.

Automobile Liability

Term: October 1, 2022 to October 1, 2023

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	N/A	N/A	N/A
Uninsured Motorist	Rejected	N/A	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. Limited Replacement Cost provided for owned and scheduled private passenger vehicle, light truck or sport utility vehicle that is involved in a covered total loss if the vehicle has less than 18,000 miles and is within the first 12 months of being scheduled at the time of the total loss. This coverage does not apply to police vehicles or any other vehicle types already listed.
5. Physical Damage coverage paid at Actual Cash Value or 110% of the value reported on the schedule, whichever is less. Please see policy for complete details.
6. Limits of Liability are subject to Florida Statute 768.28.

Automobile Liability

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.

Premium Recapitulation

	<u>Annual Premium</u>	<u>Check Option</u>	
		<u>Accept</u>	<u>Reject</u>
<i>Preferred Package</i>			
General Liability	\$2,000.00	<input type="checkbox"/>	<input type="checkbox"/>
Public Officials / Employment Practices Liability	\$1,650.00	<input type="checkbox"/>	<input type="checkbox"/>
Cyber Liability	\$1,300.00	<input type="checkbox"/>	<input type="checkbox"/>
Automobile Liability	\$600.00	<input type="checkbox"/>	<input type="checkbox"/>
Package Payment Plan:	Annual		

I authorize Brown & Brown 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)

Notes of Importance:

1. Quotes provided in the proposal are valid until 10/1/2022. 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 Brown & Brown. 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/>.

***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 2022 – 2023 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.

Notice of Carrier Financial Status

Risk Management Associates, Inc., 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 and Employment Practices, Cyber Liability and Auto Liability
Policy Number(s): PK FL1 0534023 22-01
Policy Period(s): 10/1/2022 – 10/1/2023
Date of Notice: 9/1/2022

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

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

Brown & Brown always strives to place your coverage with highly secure insurance companies. We cannot, however, guarantee the financial stability of any carrier.



Public Risk Underwriters Public Entity Application
 PO Box 958455 New Application Muni
 Lake Mary, FL 32795-8455 Coverage Term: 10/01/2022 to 10/01/2023
 Phone:321-832-1450
 Fax:321-832-1496

General Member Information	
Name: Poinciana West Community Development District	
Mailing: Governmental Management Services-CF, LLC1412 S. Narcoossee Rd,	
City/State/Zip: St. Cloud,FL,34771	
Physical: Governmental Management Services-CF, LLC1412 S. Narcoossee Rd.	
City/State/Zip: Saint Cloud,FL,34771	
Member Contact Information	Additional Member Information
Contact: Teresa Viscarra	FEIN: 030610585 NCCI Risk ID:
Title: Insurance Coordinator	Population: 3,000
Phone #: 407-347-4103 Fax #: 407-839-1526	County: Polk
Email: tviscarra@gmscfl.com	Member Type: Community Development District
Agency Information	Agency Contact Information
Agency: Public Risk Insurance Advisors	Contact: Emily Bailey
Address: 300 North Beach Street	Phone #:
City/State/Zip: Daytona Beach FL, 32114	Fax #:
Phone #: 386-252-6176 Fax #: 386-239-4049	Email: emily.bailey@bbrown.com

CERTIFICATION

The undersigned being authorized by and acting on behalf of the applicant and all persons/concerns seeking insurance, has read and understands this Application, including any appendices and/or supplements, and declares that all statements set forth herein are true, complete and accurate. The undersigned acknowledges and agrees that the submission and the Trust's receipt of such written report, prior to the inception of the coverage agreement applied for, is a condition precedent to coverage.

The signing of this Application does not bind the undersigned to purchase the coverage, nor does the review of same bind The Trust to issue a coverage agreement. This application shall be the basis of the contract, should one be issued.

This Application must be signed by the "Ranking Elected / Appointed Official" of the Entity making the application (e.g. Chair, President, Superintendent or Executive Director of the Educational Entity) or the Risk Manager (or ranking official) assigned this function.

<p>SIGNATURE: _____</p> <p>TITLE: _____</p> <p>DATE: _____</p>	
---	--

NOTICE TO APPLICANT

For your protection, the following Fraud Warning is required to appear on this application:

FLORIDA FRAUD STATEMENT

Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.



Public Entity Application
 Coverage Term: 10/01/2022 to 10/01/2023
 Member Name: Poinciana West Community Development District
 Agency: Public Risk Insurance Advisors

Coverages Selected:

Auto Liability	Y	Auto Physical Damage	N
Boiler & Machinery	N	Crime	N
Flood	N	Garage Keepers	N
General Liability	Y	Inland Marine	N
Professional Liability	Y	Property	N
Cyber Liability	Y		

Coverage/Exposure Summary:

Line of Business	Exposure/ Coverage	Applicable/ Not Applicable
General Question	Application General Information	Applicable
General Question	Excess WC (Standard Limits are \$1M/\$1M/\$1M)	Not Applicable
General Question	SIR – TPA Information	Not Applicable
General Question	Stop Loss	Not Applicable
Auto Liability	Coverage	Applicable
Auto Physical Damage	Coverage	Not Applicable
Crime	Coverage	Not Applicable
Cyber Liability	Coverage	Applicable
Garage Keepers	Coverage	Not Applicable
General Liability	Coverage	Applicable
General Liability	Operations: Elder Care/Respite Care	Not Applicable
General Liability	Operations: Special Events, Fairs or Carnivals	Not Applicable
General Liability	Supervision Abuse Prevention (Required)	Applicable
Professional Liability	Law Enforcement	Not Applicable
Professional Liability	POL/ELL/EPLI	Applicable
Property	Coverage	Not Applicable



Public Entity Application

Coverage Term: 10/01/2022 to 10/01/2023

Member Name: Poinciana West Community Development District

Agency: Public Risk Insurance Advisors

APPLICATION GENERAL INFORMATION

General Questions	Response
Account CSR:	Bailey, Emily
Agent Name:	Robin Russell
	Tricia Adams
Primary Member Contact:	
If New Primary Contact include name, phone and email address:	tadams@gmscfl.com
Requested Effective Date:	10/01/2022
Requested Termination Date:	10/01/2023
Bid Date (if Applicable, Attach RFP copy):	
Need by Date:	09/06/2022
If new business, complete and attach the "Expiring Information" form. Template can be found under Help section on portal home page (Submission is not complete without this information).	
If with PGIT less than 5 years, complete and attach the "Loss Summary" form or a "No Known Losses" letter. Form can be found Help section on portal home page (Submission is not complete without this information).	
Member's FEIN	030610585
NCCI Risk Id #	
Population	3,000
Have you attached the most recent audited financials/budget?	Y
Please Enter Full Detail Description of Operations	
Installment Schedule: (Only Available for premium > 100k, pay plan is agency bill)	PKG - Annual
Do you have a Risk Manager? (if yes please provide name and number in comment box)	N
Do you have a Human Resource or Personnel Department? (If No please describe handling of this function in comment box)	N
Number of Full Time Police?	0
Number of Full Time Fire?	0
Number of Full Time all other Personnel?	0
Number of Part Time Police?	0
Number of Part Time Fire?	0
Number of Part Time All Other Personnel including Seasonal personnel?	0
Number of Volunteers Police?	0
Number of Volunteers Fire?	0
Number of Volunteers All Others?	0
Police - Estimated Payroll	\$0.00
Fire - Estimated Payroll	\$0.00
All Other - Estimated Payroll	\$0.00



Public Entity Application

Coverage Term: 10/01/2022 to 10/01/2023

Member Name: Poinciana West Community Development District

Agency: Public Risk Insurance Advisors

COVERAGE INFORMATION- PROFESSIONAL LIABILITY- PUBLIC OFFICIALS & EMPLOYMENT PRACTICES

THIS IS AN APPLICATION FOR "CLAIMS MADE AND REPORTED" COVERAGE

POL/EPLI General Questions	Response
1 - POL Limit:	\$1,000,000
2 - POL Deductible:	\$0
3 - EPLI Limit:	\$1,000,000
4 - EPLI Deductible:	\$0
5 - POL Retro Date	
6 - EPLI Retro Date	
7 - If New Business - Who is your current POL/EPLI carrier?	FIA
8 - If new business - What is your current POL/EPLI Limit?	
9 - If new business - What is your current POL/EPLI Deductible?	
10 - If new business, is your current coverage claims made or occurrence?	
11 - Has your POL/EPLI coverage ever been cancelled or non-renewed? (If yes describe answer in comment box)	N
12 - Total Number of Board Members?	5
13 - Are Board members Elected? (Y/N) (If no, describe who they are appointed by in comment box)	Y
14 - Number of employees who hold professional designations	0
15 - Has any bond issue been defeated within the past three years?	N
16 - If yes, has the proposal been resubmitted or is it expected to be resubmitted?	N
17 - Has the public entity been in default on the principal or interest on any bond?(If yes please provide details in comment box)	N
18 - Do you have a zoning commission? (Y/N)	N
19 - Does your legal counsel attend all meetings of the planning and zoning board?	N
20 - Do officials receive training with respect to open meetings and hearing regulations?	N
21 - Do you have a written master plan for economic development? (If Yes, please indicate the 4 digit year it was updated in the comment box)	N
22 - Do you have formally approved land use ordinances that have been reviewed by legal counsel?	N
23 - Do you have a formal procedure to file for a variance to land use statutes?	N
24 - Do you have a formal process for application and approval of permits and licenses?	N
25 - Do you have a formal written policy prohibiting elected officials and/or board members from sitting on decisions in which they may have a conflict of interest?	N
26 - If with Preferred less than 5 years, have you had any disputes or claims involving a wrongful taking, zoning variance or land use right? (If yes, provide details in comment box). Please note providing details here does not qualify as reporting a claim.	N
27 - If with Preferred less than 5 years, have you had any disputes or claims involving the approval of building permits, design, or code enforcement? (If yes, provide details within comment box.) Please note providing details here does not qualify as reporting a claim	N



Public Entity Application

Coverage Term: 10/01/2022 to 10/01/2023

Member Name: Poinciana West Community Development District

Agency: Public Risk Insurance Advisors

28 - If with Preferred less than 5 years, have you had any disputes, claims, or complaints involving open or closed landfills? (If yes, provide details within the comment box.)	N
29 - Number of employees reported on IRS Form 1099(no FEIN) and/or who have written employment agreements	0
30 - Total % of involuntary turnover during the last 3 years (Ex. 2)	0
31 - Total % of voluntary turnover during the last 3 years (Ex. 5)	0
32 - Average # of years of employment for all employees (Ex. 4)	0
33 - Do supervisors receive training in the proper implementation of your policies and procedures?	N
34 - Is training documented in their personnel file?	N
35 - Enter 4 digit year employment manual written or last updated.	
36 - Is employment manual reviewed by counsel experienced and qualified in employment law?	N
37 - Do policies and procedures comply with state and federal guidelines?	N
38 - Is this manual distributed to all employees upon hiring? (If No, please explain why not in the comment box)	N
39 - Do you have a written policy with respect to both sexual and non-sexual harassment?	N
40 - Do you follow a formal written procedure for employee disputes/complaints?	N
41 - Are all actions to dismiss or demote employees reviewed in advance by legal counsel?	N
42 - Do you require that due process be served and documented for all proceedings involving dismissal, demotion, or suspension?	N
43 - Are all probationary or disciplinary actions recorded in writing and signed by the employee?	N
44 - Have job descriptions been drafted for regular full-time positions?	N
45 - Are you an Equal Opportunity Employer?	N
46 - Over the last 5 years has any person made a claim alleging unfair or improper treatment regarding employee hiring, remuneration, advancement, or termination of employment? (If yes, explain in the comment box.). Please note providing details here does not qualify as reporting a claim.	N
47 - Answer if with Preferred less than 5 years. Has any claim been made against the entity or any person in their capacity as an official or employee of the entity? (If yes, explain in the comment box.). Please note providing details here does not qualify as reporting a claim.	N
48 - Does any official or employee have any knowledge of any fact, circumstance or situation which might reasonably be expected to give rise to a claim? (If yes, explain in the comment box.). Please note providing details here does not qualify as reporting a claim.	N



Public Entity Application

Coverage Term: 10/01/2022 to 10/01/2023

Member Name: Poinciana West Community Development District

Agency: Public Risk Insurance Advisors

COVERAGE INFORMATION - CYBER LIABILITY GENERAL QUESTIONS

THIS IS AN APPLICATION FOR CLAIMS MADE AND REPORTED COVERAGE

Cyber Liability	Response
1 - Cyber Retro Date	
2 - Do you have anti-virus software installed and enabled on all desktops and servers (excluding database servers) and is it updated on a regular basis?	Y
3 - Do you have firewalls installed on all external gateways?	Y
4 - Do you take regular backups (at least weekly) of all critical data?	
5 - If confidential information is stored on laptops, flash drives and other mobile devices, is the information stored in an encrypted format?	
6 - Is data "at rest" (servers, etc.) stored in an encrypted format?	
7 - Is multi-factor authentication required for all employees when accessing email through a website or cloud based service?	N
8 - Is multi-factor authentication required for all remote access to the network provided to employees, contractors, and 3rd party service providers?	N
IN ADDITION TO REMOTE ACCESS, IS MULTI-FACTOR AUTHENTICATION REQUIRED FOR THE FOLLOWING, INCLUDING ACCESS PROVIDED TO 3RD PARTY SERVICE PROVIDERS:	
9 - All internal and remote admin access to directory services	N
10 - All internal and remote admin access to network backup environments	N
11 - All internal and remote admin access to network infrastructure	N
12 - All internal and remote admin access to the organization's endpoints/servers	N
13 - Have you suffered a claim or loss in the last five years, in relation to cyber liability or cyber security? If yes, describe:	
14 - Are you aware of any circumstances or complaints against you in relation to data protection or security, PII (Personally Identifiable Information), PHI (Protected Health Information) or any other actual or potential security violations or breaches either currently or in the past five years? If so, please describe (Please note providing details here does not qualify as reporting a claim)	



Public Entity Application
Coverage Term: 10/01/2022 to 10/01/2023
Member Name: Poinciana West Community Development District
Agency: Public Risk Insurance Advisors

PROFESSIONAL LIABILITY- POL/EPLI/ CYBER

IT IS AGREED THAT IF ANY SUCH FACT, CIRCUMSTANCE OR SITUATION NOT LISTED/DISCLOSED HEREIN, THEN ANY CLAIM BASED UPON, ARISING OUT OF, OR ATTRIBUTABLE THERETO, IS EXCLUDED FROM THE COVERAGE BEING APPLIED FOR.

The undersigned, being authorized by and acting on behalf of the applicant and all persons or concerns seeking coverage, has read and understand this Application, and declares all statements set forth herein are true, complete accurate. The undersigned further declares and represents that any occurrence or event taking place prior to the inception of the coverage agreement applied for, which may render inaccurate, untrue or incomplete any statement made herein will immediately be reported in writing to the Trust. The undersigned acknowledges and agrees that th submission and the Trust's receipt of such written report, prior to the inception of the coverage agreement applied fi a condition precedent to coverage.

The signing of this Application does not bind the undersigned to purchase coverage, nor does the review of this Application bind Preferred to issue a coverage agreement. This Application shall, however, be the basis of the contract, should a coverage agreement be issued.



Signed _____ Title _____ Date _____

This Application must be signed by the "Ranking Elected / Appointed Official" of the Entity making the application (e.g. Mayor /Manager / equivalent Officer) or the Risk Manager (or ranking official) assigned this function.

SIGNATORY ABOVE IS ALSO TO INITIAL EACH AND EVERY PAGE OF THIS APPLICATION.

IMPORTANT NOTICE: SHOULD THE SIGNED APPLICATION DIFFER IN ANY WAY FROM THE APPLICATION SUBMITTED FOR UNDERWRITING/RATING PURPOSES, THE TERMS, CONDITIONS AND PREMIUM AS REFLECTED ON SUBJECT TO CHANGE.

Initial _____ Date _____



Public Entity Application

Coverage Term: 10/01/2022 to 10/01/2023

Member Name: Poinciana West Community Development District

Agency: Public Risk Insurance Advisors

COVERAGE INFORMATION - Auto Liability

Coverage	Response
1 - AL Limit:	\$1,000,000
2 - AL Territory:	4T - Orlampa (4T)
3 - AL Deductible:	\$0
4 - Medical Payment limit:	\$0
5 - Uninsured/Underinsured motorist limit (Maximum \$100,000):	\$0
6 - Hired and Non-Owned Liability? (Y/N)	Y
7 - If symbol 10 for AL is required, provide definition:	
8 - How often do you inspect vehicles for safety hazards?	N/A
9 - Are safety inspection records maintained?	
10 - Are vehicles assigned to specific drivers with back up drivers?	
11 - Do you own any 15 Passenger Vans with Model Year 2006 or older? (If yes, provide Member's policy/procedure with regards to how many passengers are transported in each van, seatbelts, other safety procedures, etc. in comments box)	
12 - Are 15 passenger vans used for passenger transportation?	
13 - Do you own/operate Autonomous Vehicles? If so Autonomous Vehicle Supplemental Application is required.:	
PLEASE ENTER 4 DIGIT YEAR FOR DATE WRITTEN, LAST UPDATED OR "NONE" for the next 5 questions	
14 - Fleet Management Safety Manual:	
15 - Driver Training Program:	
16 - MVR Criteria:	
17 - Formal Written Accident Reporting Procedure:	
18 - Employee Disciplinary Program for Driver Safety	



Public Entity Application

Coverage Term: 10/01/2022 to 10/01/2023

Member Name: Poinciana West Community Development District

Agency: Public Risk Insurance Advisors

COVERAGE INFORMATION - General Liability

Coverage	Response
1 - GL Occurrence Limit	\$1,000,000
2 - GL Deductible	\$0
3 - Employee Benefits Occurrence Limit	\$1,000,000
4 - Medical Expense Limit (Max \$5,000)	\$2,500
5 - Total number of Housing Authority units	0
6 - If Housing Authority, please give number of section 8 units (including USDA units)	0
7 - Number of hotel units owned/operated by member	0
8 - Do you require all contractors & vendors with whom you do business to provide a contractual hold harmless and certificate of Insurance.	Y
9 - Do you require groups using your facilities to provide a contractual hold harmless and Certificate of Insurance?	Y
10 - Do you require groups using your facilities to make you an additional insured on their insurance policy?	Y
11 - Do you have an ADA coordinator? If so please provide name.:	
12 - If you are a special district, are you responsible for sidewalk maintenance?	
CHECK YES/ NO FOR EACH OF THE FOLLOWING EXPOSURES	
13 - Athletic Fields & Activities	N
14 - Airports/Aircraft (Coverage limited to Premises Liability Only)	N
15 - Bleachers/Auditoriums/Stadiums	N
16 - Do you sponsor/operate Children/Youth Programs?	N
17 - Do you sponsor/operate Sr. Adult Program?	N
18 - Do you sponsor/operate programs for emotionally/mentally challenged individuals?	N
19- Electric Power Distribution(Power Generation excluded)	N
20 - EMT's/Paramedics (Incl Fire Dept & Other 1st Responders)	N
21 - Exhibition/Convention Center	N
22 - Gas Utility Distribution (Generation Excluded)	N
23 - Golf Course	N
24 - Hospitals, Nursing Homes, Medical Facilities (Coverage limited to Premises Liability only, Medical Malpractice excluded)	N
25 - Law Enforcement(See Law Enforcement section for coverage questions)	N
26 - Marinas (Premises Liability only excludes Marina Operators Liability)	N
27 - Detention Facilities (See Law Enforcement section for coverage questions)	N
28 - Restaurants/Snack Bars/Food Beverage Carts	N
29 - Skate Parks	N
30 - Swimming Pools/Water Parks/Splash Parks	N
31 - Wastewater Treatment	N
32 - Water Utility	N
33 - Watercraft (Coverage limited to craft less than 52ft excludes paying passengers)	N



Public Entity Application

Coverage Term: 10/01/2022 to 10/01/2023

Member Name: Poinciana West Community Development District

Agency: Public Risk Insurance Advisors

34 - Wharves/Piers/Docks (Excluding Marina Ops Liability)	N
35 - Drones (if yes, and you are requesting coverage complete the Unmanned Aircraft/Drone supplemental application found in the pool forms and documents)	N

COVERAGE INFORMATION- General Liability

Operations: Elder Care/ Respite Care

Response

1 - Number of Elder Care/Respite Care locations	
2 - Ratio of clients to care providers	

COVERAGE INFORMATION- General Liability

Operations: Special Events, Fairs, or Carnivals

Response

1 - If you have fireworks displays, how many a year do you have?	
2 - Do you contract out the fireworks display to a licensed Pyrotechnician?	



Public Entity Application

Coverage Term: 10/01/2022 to 10/01/2023

Member Name: Poinciana West Community Development District

Agency: Public Risk Insurance Advisors

COVERAGE INFORMATION- General Liability

Supervision Abuse Prevention (Required)	Response
1 - Who in the Entity has been designated to handle claims (include name, address, telephone number and email)?	Tricia Adams
2 - With respect to Claims Incidents, etc., do you have a written procedure for obtaining information?	N
ENTER YES/NO FOR ALL OPERATIONS LISTED BELOW	
3 - Camps(Residential): (Yes/No)	N
4 - Camps with overnight stays: (Yes/No)	N
5 - Daycare Centers/Nursery Schools - Children or Adult Care: (Yes/No)	N
6 - Juvenile Detention Centers: (Yes/No)	N
7 - Medical Services and Professionals - Doctors, Psychiatrists, Visiting Nurse Services: (Yes/No)	N
8 - Mental Institutions: (Yes/No)	N
9 - Orphans or Foster Homes, including Social Service Agencies responsible for the Foster Home evaluation and/or placement: (Yes/No)	N
10 - Religious/Clergy/Church Organizations	N
11 - Schools - public or private elementary, junior high or high school: (Yes/No)	N
12 - Social Service Counselors - Social Workers, Psychologists: (Yes/No)	N
13 - Special Needs Educational Facilities: (Yes/No)	N
14 - Substance Abuse Facilities with overnight stays: (Yes/No)	N
15 - Substance Abuse Facilities without overnight stays: (Yes/No)	N
16 - Youth Organizations (Sports, Scouts, YMCA/YWCA, Big Brothers/Sisters, etc): (Yes/No) - If yes please specify in Comment field	N
17 - Is there a Sexual Abuse Prevention Program in effect?	N
18 - Has a written policy been established clearly expressing management's commitment to sexual abuse prevention?	N
19 - Have written procedures encompassing rules, a code of conduct and disciplinary measures been established for all staff and/or volunteers, which clearly define the policy and consequences of non-adherence?	N
20 - Has a mechanism been developed to ensure that sexual abuse prevention policies and procedures are implemented and enforced throughout the organization?	N
21 - Is there a Sexual Abuse Prevention Coordinator that reports to a member of management?	N
22 - Are management/staff trained in policies and procedures relating to the Sexual Abuse Prevention Program?	N
23 - Do policies and procedures include an incident reporting and follow-up mechanism?	N
24 - Are standard applications used for all prospective employees or volunteers?	N
25 - Is there a minimum of two background checks for prospective employees with documentation maintained in file?	N



Public Entity Application

Coverage Term: 10/01/2022 to 10/01/2023

Member Name: Poinciana West Community Development District

Agency: Public Risk Insurance Advisors

26 - Do background checks include checks with "Sex Offender Hot-lines", State Police, State Department of Social Services, or similar public agencies? (where applicable)	N
27 - In the past five years have any employees or officers been terminated for cause related to sexually abusive behavior?	N
28 - Are records maintained documenting adherence to all applicable policies and procedures, e.g., hiring and screening, code of conduct, training, incident and follow-up procedures?	N
29 - Are you aware of any circumstance that may result in a sexual abuse claim? If Yes, explain in the comment box. (Please note providing details here does not qualify as reporting a claim)	N
30 - Have any members of the staff been transferred because of allegations of sexual abuse?	N



Named Covered Party: Poinciana West Community Development District

54/187

Agreement Number: 10/01/2022 to 10/01/2023

Coverage Provided By: Preferred Governmental Insurance Trust

Quote Number: PK FL1 0534023 22-01 02 - 1

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)
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 22-01 02 - 1

Named Covered Party: Poinciana West Community Development District

55/187

Effective: 10/01/2022

Termination: 10/01/2023

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. _____ (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.

(Name of Local Governmental Entity)

By: _____
Signature

Witness 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 Statues); 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



INVOICE

Customer	Poinciana West Community Development District	81/187
Acct #	972	
Date	09/14/2022	
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	\$ 5,500.00
Payment Amount	
Payment for:	Invoice#16953
100122358	

Thank You

Please detach and return with payment



Customer: Poinciana West Community Development District

Invoice	Effective	Transaction	Description	Amount
16953	10/01/2022	Renew policy	Policy #100122358 10/01/2022-10/01/2023 Florida Insurance Alliance Package - Renew policy Due Date: 9/14/2022	5,500.00

Total

\$ 5,500.00

Thank You

FOR PAYMENTS SENT OVERNIGHT:
 Bank of America Lockbox Services, Lockbox 748555, 6000 Feldwood Rd. College Park, GA 30349

Remit Payment To: Egis Insurance Advisors	(321)233-9939	Date
P.O. Box 748555	sclimer@egisadvisors.com	09/14/2022
Atlanta, GA 30374-8555		



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.

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 nearly 1,000 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.

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 - Central Florida 219 E Livingston St
Orlando, FL 32801

Term: October 1, 2022 to October 1, 2023

Quote Number: 100122358

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.

	Valuation	Coinsurance
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		
Coverage	Deductibles	Limit
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 - Central Florida 219 E Livingston St
Orlando, FL 32801

Term: October 1, 2022 to October 1, 2023

Quote Number: 100122358

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	\$3,175
Public Officials and Employment Practices Liability	\$2,325
Deadly Weapon Protection Coverage	Not Included
TOTAL PREMIUM DUE	\$5,500

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., 10/01/2022, 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, 2022

By: _____
Administrator

SECTION VI

ALEXA CAMARENO
acamareno@bushross.com
(813) 204-6492 [Direct Line]

1801 N. Highland Avenue
Tampa, Florida 33602
(813) 224-9255 [Phone]
(813) 223-9620 [Fax]
www.bushross.com

Mailing Address:
Post Office Box 3913
Tampa, Florida 33601-3913

August 31, 2022

**VIA EMAIL (tadams@cgmscfl.com)
VIA CERTIFIED MAIL,
RETURN RECEIPT REQUESTED,
AND REGULAR U.S. MAIL**

**VIA EMAIL (sclark@winterparklawyers.com)
VIA CERTIFIED MAIL,
RETURN RECEIPT REQUESTED,
AND REGULAR U.S. MAIL**

Poinciana West Community Development District
c/o Governmental Management Services Central
Florida, LLC
6200 Lee Vista Blvd., Suite 300
Orlando, Florida 32822
ATTN: Tricia Adams

Poinciana West Community Development District
c/o Scott Clark, Esq.
Clark & Albaugh, LLP
700 W Morse Blvd, Ste 101
Winter Park, FL 32789-3768

RE: Solivita Community Association, Inc./Notice of Termination
of Maintenance Agreement
Bush Ross, P.A. File No.: 019671.00000

Dear Poinciana West Community Development District:

Please be advised our firm serves as general counsel to the Solivita Community Association, Inc. (the "Association"). As you know, the developer of the Solivita Community and Poinciana West Community Development District ("PWCDD") entered into an agreement dated March 20, 2013, wherein the parties agreed the Association would maintain certain Reuse Facilities in exchange for compensation from PWCDD (the "Agreement").

Please accept this letter as the Association's notice to PWCDD that it is electing not to renew the Agreement, a copy of which is enclosed herein. Accordingly, the Agreement will terminate effective as of September 30, 2022 and the Association will no longer be responsible for the maintenance of the Reclaimed Infrastructure identified in Exhibit "A" to the Agreement.

Thank you for your time and attention to the foregoing.

Sincerely,

/s/ Alexa Camareno

Alexa Camareno, Esq.

ACC
Enclosure
cc: Client

**AGREEMENT BETWEEN
POINCIANA WEST COMMUNITY DEVELOPMENT DISTRICT
AND SOLIVITA WEST COMMUNITY ASSOCIATION, INC.**

THIS AGREEMENT is made and entered into as of this 20th day of March, 2013, by and between:

Poinciana West Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Polk County, Florida, and with offices at 610 Sycamore Street, Suite 140, Celebration, Florida 34747 (the "District"), and

Solvita West Community Association, Inc., a Florida not-for-profit corporation, whose address is 395 Village Drive, Suite C, Poinciana, Florida 34759 (the "Association").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established, pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes ("Uniform Act"); and

WHEREAS, pursuant to the Uniform Act, the District is authorized to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge and extend, equip, operate, and maintain systems, facilities and infrastructure in conjunction with the development of lands within the District; and

WHEREAS, the District presently owns and is continuing to construct and/or acquire various systems, facilities and infrastructure including, but not limited to, certain reclaimed water distribution system pipes equal to or in excess of six (6) inches in diameter (the "Reuse Facilities"), situated on lands as more specifically identified in the attached Exhibit "A" (the "Description of Lands") requiring inspection, operation and maintenance services for which the District desires to retain an independent contractor; and

WHEREAS, the Association is a Florida not-for-profit corporation owning, operating and maintaining various improvements and facilities in close proximity to and connecting to the Reuse Facilities; and

WHEREAS, the landowners residing within the District will ultimately be the source of funds needed to inspect, operate and maintain the Reuse Facilities regardless of whether the District or the Association actually performs such services; and

WHEREAS, for ease of administration, potential cost savings to residents and the benefits of full time on-site inspection, operation and maintenance personnel, the District desires to contract with the Association to manage and maintain the Reuse Facilities; and

WHEREAS, the Association represents that it is qualified, through its officers, employees, contractors and affiliates, to manage and maintain Reuse Facilities and desires to contract with the District to do so in accordance with the terms of this Agreement.

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

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

SECTION 2. ASSOCIATION'S OBLIGATION.

A. General duties. The Association shall be responsible for the management and maintenance of the Reuse Facilities in an efficient, lawful and satisfactory manner. The Association will act in a fiduciary capacity with respect to the protection of the Reuse Facilities.

B. Inspection. The Association shall conduct regular inspections of all Reuse Facilities and report any irregularities to the District Manager, or its designated representative, and shall correct any irregularities in accordance with the terms of this Agreement.

C. Repair and Maintenance. The Association shall make, or cause to be made, such routine repair work or normal maintenance to the Reuse Facilities as may be required for the operation or physical protection of Reuse Facilities, or as required under applicable government permits. The Association shall promptly cause emergency repairs to be made when such repairs are necessary for the preservation and safety of persons and/or property, or when the repairs are required to be made to avoid the suspension of any service of the Association, District or public utility. The Association shall immediately notify the District Manager, or its designated representative, concerning the need for emergency repairs.

D. Investigation and Report of Accidents/Claims. The Association shall promptly investigate and provide a full written report to the District Manager as to all accidents or claims for damage relating to the operation and/or maintenance of the Reuse Facilities. Such report shall at a minimum include a description of any damage or destruction of property and the estimated cost of repair. The Association shall cooperate and make any and all reports required by any insurance company or the District in connection with any accident or claim. The Association shall not file any claims with the District's insurance company without the prior consent of the District Board of Supervisors.

E. Compliance with Government Rules, Regulations, Requirements and Orders. The Association shall take such action as is necessary to comply promptly with any and all permits, orders or requirements affecting the Reuse Facilities placed thereon by any governmental authority having jurisdiction. The Association shall immediately notify the

District Manager in writing of all such orders or requirements. At the request of the District, the Association shall prepare for execution and filing by the District any forms, reports or returns which may be required by law in connection with the ownership, maintenance and operation of the Reuse Facilities.

F. Adherence to District Rules, Regulations and Policies. The Association's personnel shall be familiar with all District policies and procedures and shall ensure that all contractors operating or maintaining the Reuse Facilities are informed with respect to the rules, regulations and notices as may be promulgated by the District from time to time and ensure that said persons conform therewith.

G. Care of the Property. The Association shall use all due care to protect the property of the District, its residents and landowners from damage by the Association, its employees or contractors. The Association agrees to repair any damage resulting from the Association's activities and work.

H. Staffing and Billing. The Association shall be solely responsible for the staffing, budgeting, financing, billing and collection of fees, assessments, service charges, etc., necessary to perform the inspection, operation and maintenance responsibilities set forth in this Agreement.

I. Liens and Claims. The Association shall promptly and properly pay for all contractors retained, labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Association shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Association's performance under this Agreement, and the Association shall immediately discharge any such claim or lien.

SECTION 3. COMPENSATION. The District shall pay the Association the sum of Ten Dollars (\$10.00) per year for the provision of services pursuant to the terms of this Agreement. Such compensation shall be tendered in advance upon execution of this Agreement, and shall be tendered at the beginning of each renewal period within thirty (30) days from receipt of an invoice from the Association.

SECTION 4. TERM. The term of this Agreement is for a period commencing as of March 20, 2013 and ending on September 30, 2022, and shall be automatically renewed for additional five (5) year periods after September 30, 2022, unless either party provides the other party at least one hundred eighty (180) days written notice of its intent not to renew. The District shall have the right to terminate this Agreement effective immediately at any time due to the Association's failure to perform in accordance with the terms of this Agreement, or upon three hundred, sixty-five days (365) written notice without a showing of cause.

SECTION 5. INSURANCE. The Association shall maintain, at its own expense throughout the term of this Agreement, the following insurance with the District, its staff, consultants and supervisors named as additional insureds:

- A. **Worker's Compensation Insurance** in accordance with the laws of the State of Florida.
- B. **Commercial General Liability Insurance** covering the Association's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability.
- C. **Employer's Liability Coverage** with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- D. **Automobile Liability Insurance** for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Association of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

SECTION 6. INDEMNIFICATION. The Association agrees to defend, indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, or property damage of any nature, arising out of, or in connection with, the work to be performed by the Association under this Agreement, including litigation or any appellate proceedings with respect thereto.

SECTION 7. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement or any provision hereof by court proceedings or otherwise than, if prevailing, the substantially prevailing party shall be entitled to recover from the other party all fees and costs incurred, including but not limited to reasonable attorneys' fees incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

SECTION 8. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 9. ASSIGNMENT. Neither party may assign this Agreement without the prior written approval of the other. Any purported assignment without such written consent shall be void.

SECTION 10. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Association shall be acting as an independent contractor. Neither the Association nor employees of the Association, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Association agrees to assume all liabilities or obligations

imposed by any one or more of such laws with respect to employees of the Association, if there are any, in the performance of this Agreement. The Association shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Association shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 11. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 12. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Association relating to the subject matter of this Agreement.

SECTION 13. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Association.

SECTION 14. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Association, both the District and the Association have complied with all the requirements of law, and both the District and the Association have full power and authority to comply with the terms and provisions of this instrument.

SECTION 15. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to the District: Poinciana West Community
Development District
610 Sycamore Street, Suite 140
Celebration, Florida 34747
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32309
Attn: Michael C. Eckert

B. If to the Association: Solivita West Community Association, Inc.
395 Village Drive, Suite C
Poinciana, Florida 34759
Attn: Kraig Carmickle

With a copy to: _____

Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day, Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Association may deliver Notice on behalf of the District and the Association. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

SECTION 16. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Association and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Association any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Association and their respective representatives, successors, and assigns.

SECTION 17. CONTROLLING LAW. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.

SECTION 18. PUBLIC RECORDS. The Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law.

SECTION 19. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

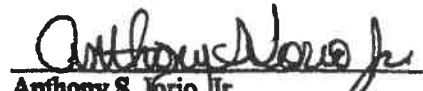
SECTION 20. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Association as an arm's length transaction. The District and the Association participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

Attest:

POINCIANA WEST COMMUNITY DEVELOPMENT DISTRICT


Secretary


Anthony S. Iorio, Jr.
Chairman, Board of Supervisors

SOLIVITA WEST COMMUNITY ASSOCIATION, INC.


(Signature of Witness)

By: 

Diana Pugley
(Print Name of Witness)

Its: Community Manager

Exhibit A: Description of Lands

Exhibit "A"**Description of Lands**

Plat Name	Plat Book	Pages	Owner
Solivita Phase 7B-1	136	14-18	Avatar Properties Inc.
Solivita Phase 7C	136	3-5	Avatar Properties Inc.
Solivita Phase 7D	137	9-16	Avatar Properties Inc.
Solivita Phase 7G-1	143	13-15	Avatar Properties Inc.

OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF POLK

On this 20th day of March, 2013, before me personally appeared Anthony S. Iorio, Jr. as Vice President of Avatar Properties Inc., a Florida corporation (hereinafter, "Owner" or "Affiant"), owner of property, to me personally known, who, being duly sworn on his oath, did say that all of the persons, firms, and corporations, including the general contractor and all subcontractors, who have furnished services, labor, or materials according to plans and specifications, or extra items, used in the construction or repair of certain reuse facilities on the real estate hereinafter described, have been paid in full and that such work has been fully completed and accepted by Owner.

Affiant further says that no claims have been made to Owner by, nor is any suit now pending on behalf of, any contractor, subcontractor, laborer, or materialman, and further that no chattel mortgages or conditional bills of sale have been given or are now outstanding as to the subject reuse facilities placed upon or installed in the aforesaid premises.

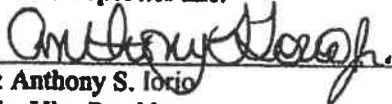
Affiant further says that the reuse facilities described herein are not included in, encumbered by, or subject to any real property mortgage, chattel mortgage, security agreement, Uniform Commercial Code financing statement, or any other encumbrance.

Affiant, as and on behalf of the owner of the subject reuse facilities, does for valuable consideration hereby agree and guarantee, to hold the Poinciana West Community Development District, a local unit of special-purpose government, its officers and officials harmless against any lien, claim or suit by any general contractor, subcontractor, mechanic or materialman, and against chattel mortgages, security interests or repair of the subject reuse facilities. Affiant is used as singular or plural, as the context requires.

The reuse facilities covered by this Owner's Affidavit are those described in that certain Bill of Sale between Avatar Properties Inc., and Poinciana West Community Development District dated March 20, 2013.

(Seal)

Avatar Properties Inc.

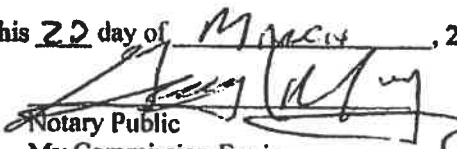
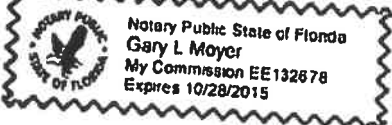

By: Anthony S. Iorio
Title: Vice President

STATE OF FLORIDA
COUNTY OF POLK

The foregoing Owner's Affidavit was acknowledged before me by Anthony S. Iorio as Vice President of Avatar Properties Inc., a Florida corporation, on behalf of Avatar Properties Inc.

WITNESS my hand and official seal this 22 day of March, 2013.

(Affix notary seal)


Notary Public
My Commission Expires:

Notary Public State of Florida
Gary L. Moyer
My Commission EE132678
Expires 10/28/2015

BILL OF SALE

THIS BILL OF SALE evidencing the sale and conveyance of the reuse facilities described herein is made this 20th day of March, 2013, by AVATAR PROPERTIES INC., a Florida corporation (hereafter referred to as "Seller"), and POINCIANA WEST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to and governed by Chapter 190, Florida Statutes, (hereinafter referred to as "Buyer").

WITNESSETH:

That said Seller, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to said Seller in hand paid by the said Buyer, the receipt and sufficiency whereof are hereby acknowledged, hereby transfers, grants, conveys, and assigns to Buyer, but only to the extent of Seller's interest, all those certain reuse facilities 6" or greater in size lying within the following described land, situated, lying and being in Polk County, Florida, to wit:

Plat Name	Plat Book	Pages	Owner
Solivita Phase 7B-1	136	14-18	Avatar Properties Inc.
Solivita Phase 7C	136	3-5	Avatar Properties Inc.
Solivita Phase 7D	137	9-16	Avatar Properties Inc.
Solivita Phase 7G-1	143	13-15	Avatar Properties Inc.

Seller, for itself and its successors, hereby covenants to and with Buyer and its successors and assigns that it is the lawful owner of the said goods and chattels herein referred to as reuse facilities; that said goods and chattels are free from all liens and encumbrances; that it has good right, title and authority to sell same; and that it will warrant and defend the same against the lawful claims and demands of all persons whomsoever, but only to the extent of Seller's interest. Seller and Buyer are used for singular or plural, as the context requires.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be signed in its name on the day and year above-written.

Signed, sealed and delivered by:
Attest:

AVATAR PROPERTIES INC., a Florida corporation

Valerie J. Grandin
WITNESS VALERIE J. GRANDIN

Anthony S. Iorio, Jr.
By: Anthony S. Iorio, Jr.
Its: Vice President

Natalie F. Colon
WITNESS Natalie F. Colon

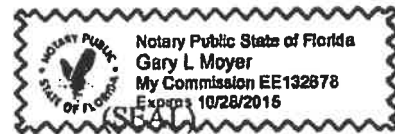
STATE OF FLORIDA
COUNTY OF POLK

THE FOREGOING INSTRUMENT was acknowledged before me this day by Anthony S. Iorio, Jr. as Vice President of Avatar Properties Inc., a Florida corporation, to me known to be the person who signed the foregoing instrument and severally acknowledged the execution thereof to be his free act and deed for the uses and purposes therein mentioned. He ___ has produced satisfactory evidence with an identification or is personally known to me and did take an oath.

WITNESS my hand and official seal at Southern Pines, Fla., said County and State, this 20 day of MARCH, 2013.

Gary L. Moyer
NOTARY PUBLIC

10.28.15
Commission Expiration



IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

Attest:

**POINCIANA WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Anthony S. Iorio, Jr.
Chairman, Board of Supervisors

**SOLIVITA COMMUNITY
ASSOCIATION, INC.**

Kristin Whitaker
(Signature of Witness)

By: [Signature]
Its: Community Manager

Kristin Whitaker
(Print Name of Witness)

Exhibit A: Description of Lands



CLARK & ALBAUGH, LLP

SCOTT D. CLARK

September 9, 2022

Via U.S. Mail and Email

Alexa Camareno, Esq.
 Bush Ross, P.A.
 Post Office Box 3913
 Tampa, FL 33601-3913
 Email: acamareno@bushross.com

**Re: Solivita Community Association, Inc. / Notice of Termination
 of Maintenance Agreement Bush Ross, P.A. File No.: 019671.00000**

Dear Ms. Camareno:

This firm represents Poinciana West Community Development District and, in that capacity, hereby responds to your letter dated August 31, 2022, purporting to be a notice of termination of the agreement dated March 20, 2013, a copy of which is attached to your letter (the "Agreement"). As you know, Section 4 of the Agreement provides that the term ending September 30, 2022, "shall be automatically renewed for additional five (5) year periods after September 30, 2022, unless either party provides the other party at least one hundred eighty (180) written notice of its intent not to renew." (Emphasis added.) As such, your purported notice of termination is ineffective under the terms of the Agreement.

Very truly yours,

CLARK & ALBAUGH, LLP

Scott D. Clark
 For the Firm

SDC/ma
 cc:

SECTION VII

ACQUISITION AGREEMENT

THIS ACQUISITION AGREEMENT ("Agreement") is made and entered into, by and between:

AVATAR PROPERTIES INC., a Florida corporation, with an address of 2600 Lake Lucien Drive, Suite 350, Maitland, FL 32751 ("**Developer**"); and

POINCIANA WEST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Polk County, Florida, and with an address of _____ ("**District**").

RECITALS

WHEREAS, the District was established by ordinance enacted by the Board of County Commissioners of Polk County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended ("**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Developer was a developer of certain lands within the boundaries of the District, and now desires to convey certain conservation areas and stormwater ponds, and related operational permit(s), to the District, which are described in **Exhibit A ("Property")**; and

WHEREAS, the District desires to acquire Property, which is part of the District's overall capital improvement plan described in the District's *Engineering Report*, dated November 2006, as amended from time to time; and

WHEREAS, accordingly, the Developer and the District desire to enter into this Agreement in order to facilitate the transfer of the Property to the District from the Developer;

OPERATIVE PROVISIONS

NOW THEREFORE, in consideration of the mutual covenants herein contained, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions hereof, the parties agree as follows:

1. **ACCEPTANCE OF DEDICATION OR CONVEYANCE.** The District and Developer agree to follow the procedures outlined in **Exhibit B**, and in order to convey the Property to the District for ownership and maintenance. The Developer agrees to provide the "**Developer Items**" identified in **Exhibit B**, and provide the "**Fees and Costs**" on the terms set forth in **Exhibit B**. Upon receipt of the "**Written Request**," as described in **Exhibit B**, the District agrees to cause its staff to review the Written Request and supporting materials. Within 60 days thereafter, the District Engineer shall provide a written recommendation ("**Written Recommendation**") to the the District opining whether in his or her reasonable discretion the Property and any improvements thereon are suitable for ownership by the District, are able to provide their intended function as conservation areas and stormwater ponds, and are in compliance with any required permit conditions ("**Engineer Turnover Conditions**"). As part of the Written Recommendation, the District's Counsel shall also issue opine whether in his or her reasonable discretion that there is nothing in the title work provided as part of the Written Request, any property information reports otherwise obtained by District's Counsel or any information contained in the District

- Deleted: 30
- Deleted: Developer and
- Deleted: certifying
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Engineer's report that would materially and negatively affect the District's ability or desirability to own and maintain the Property ("Counsel Turnover Conditions," together with the Engineer Turnover Conditions, the "Turnover Conditions"). In the event that the Written Recommendation indicates that the Turnover Conditions are met, and the District agrees in its reasonable discretion to move forward with the transfer of the Property from the Developer to the District, the Developer and the District shall, on the date determined by the District as being the effective turnover date ("Closing Date") execute and record the deed attached hereto as Exhibit C. At or about the time of Closing Date, the Developer shall also take any steps reasonably necessary to effect the transfer of any operations permits included in Exhibit A to the District, and the District shall promptly and reasonably cooperate in that regard.

Deleted: within 5 days
Deleted: of the Written Recommendation

The Developer shall pay the cost for recording fees and documentary stamps required, if any, for the conveyance of the Property, as well as any fees in connection with the transfer of the permit. The Developer also shall be responsible for all taxes levied on the Property through the Closing Date.

2. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Developer.

3. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer; both the District and the Developer have complied with all the requirements of law; and both the District and the Developer have full power and authority to comply with the terms and provisions of this instrument.

4. **NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Developer may deliver Notice on behalf of the District and the Developer, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

5. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Developer as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Developer.

6. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or

conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns.

7. **ASSIGNMENT.** Neither the District nor the Developer may assign this Agreement without the prior written approval of the other.

8. **APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party agrees that the venue for any litigation arising out of or related to this Agreement shall be in Polk County, Florida.

9. **PUBLIC RECORDS.** The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

10. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

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

12. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

13. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above-written.

AVATAR PROPERTIES INC.

By: _____
Its: _____

POINCIANA WEST COMMUNITY DEVELOPMENT DISTRICT

By: _____
Its: _____

- Exhibit A:** Legal Description
- Exhibit B:** Procedures
- Exhibit C:** Quit Claim Deed

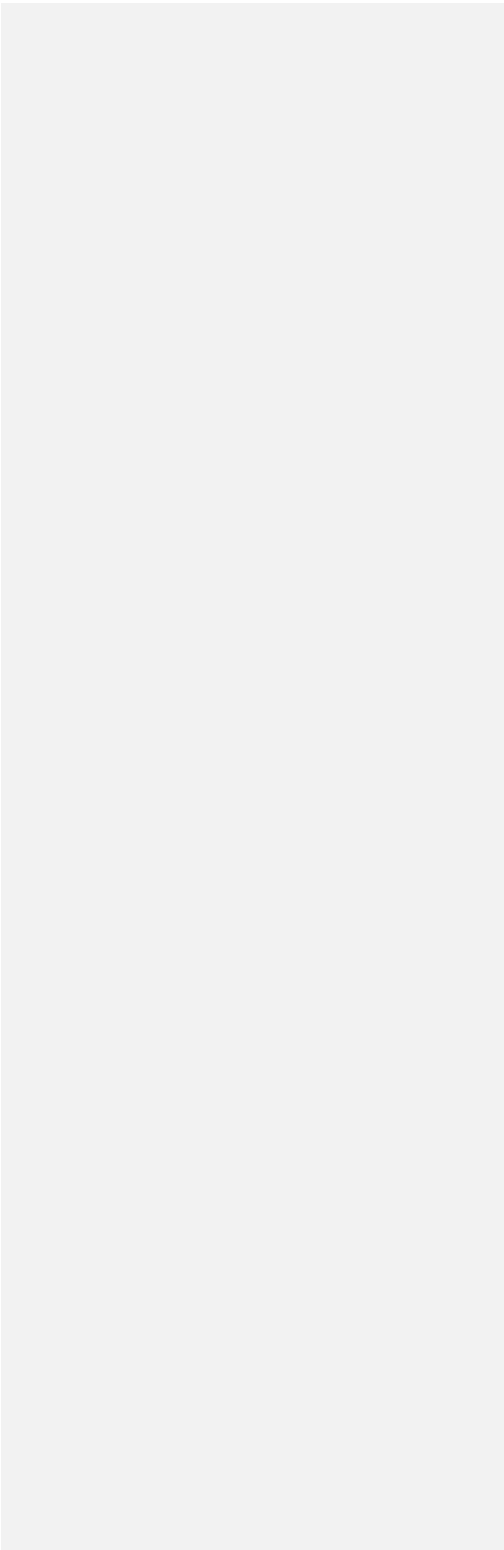


Exhibit A

**LEGAL DESCRIPTION OF PONDS & CONSERVATION TRACTS TO BE
CONVEYED TO THE POINCIANA WEST CDD**

Tracts C-A, C-B, C-C, C-D, C-E, C-F, C-G, C-H, C-I, C-J, C-K, C-P, C-Q and Tract LD-1 of **Solivita Phase 7A**, according to the plat thereof, as recorded in Plat Book 134 at Page 20, of the Public Records of Polk County, Florida, less and except any portions replatted and/or vacated by resolutions.

282722.933912.002600 (as to C-A)
 282722.933912.002610 (as to C-B)
 282722.933912.002620 (as to C-C)
 282722.933912.002630 (as to C-D & C-F)
 282722.933912.002640 (as to C-E, C-J C-K & C-P)
 282722.933912.002680 (as to C-Q)
 282722.933912.002710 (LD-1)

Tracts C-L, C-M, C-N, C-O, C-R, C-S, and C-T of **Solivita Phase 7B1**, according to the plat thereof, as recorded in Plat Book 136 at Page 14, of the Public Records of Polk County, Florida, less and except any portions replatted and/or vacated by resolutions.

282722.933913.004570 (as to C-O)
 282722.933913.004470 (as to C-L C-M C-N C-R C-S & C-T)

Tracts C-E, C-F, C-G, C-H, C-I, C-J and C-K of **Solivita Phase 7C**, according to the plat thereof, as recorded in Plat Book 136 at Page 3, of the Public Records of Polk County, Florida, less and except any portions replatted and/or vacated by resolutions.

282715.933572.002030 (as to C-E thru C-H, C-J & C-K)
 282715.933572.002070 (as to C-I)

Tracts C-2F, C-2G, C-2H, C-2I & C-2J of **Solivita Phase 7D**, according to the plat thereof, as recorded in Plat Book 137 at Page 9, of the Public Records of Polk County, Florida, less and except any portions replatted and/or vacated by resolutions.

282716.933611.002040

Tract C-2L of **Solivita Phase 7E-Unit 2**, according to the plat thereof, as recorded in Plat Book 155 at Page 13, of the Public Records of Polk County, Florida, less and except any portions replatted and/or vacated by resolutions.

282716.933612.001660

Tracts C-2L, C-2M, C-2N, P19A and P19B of **Solivita Phase 7F**, according to the plat thereof, as recorded in Plat Book 161 at Page 7, of the Public Records of Polk County, Florida, less and except any portions replatted and/or vacated by resolutions.

282715.933577.000930 (as to C-2L, C-2M & C-2N)
 282715.933577.000960 (P19A)
 282715.933577.000970 (P19B)

Tracts C-2A, C-2B & C-2C of **Solivita Phase 7G-Unit 1**, according to the plat thereof, as recorded in Plat Book 153 at Page 36, of the Public Records of Polk County, Florida, less and except any portions replatted and/or vacated by resolutions.

282722.933916.000980 (as to C-2A)
282722.933916.000990 (as to C2B & C2C)

Together with any applicable operational permit(s) related thereto, including that SWM Permit No. 49-00094-S, and any modifications thereto, issued by the South Florida Water Management District

DRAFT

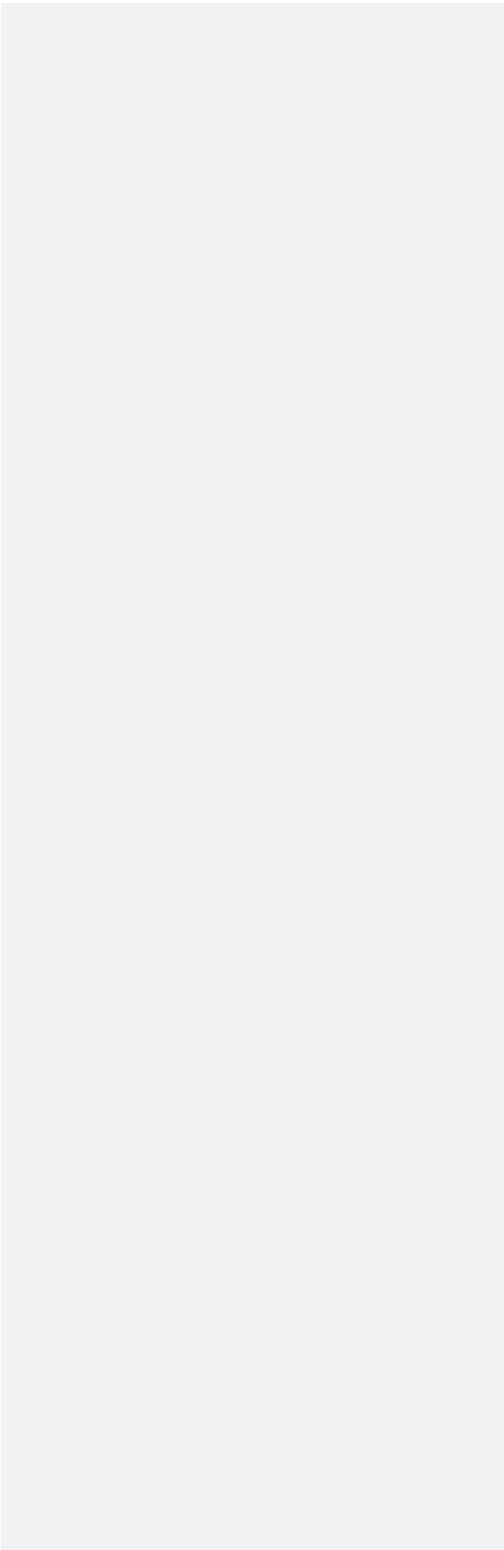


Exhibit B

**Poinciana West Community Development District
Procedures for Acquisition and Acceptance of
Common Area Property from Avatar Properties, Inc.**

Poinciana West Community Development District Board of Supervisors is requesting that all parcels to be conveyed to the District are aggregated into one request. Avatar Properties, Inc. (“Avatar”) should submit a written request to the District Manager as outlined herein. It is the intention of the District’s Board to accept parcels for conveyance prior to October 1, 2023, in order to allow for proper planning and budgeting in line with the District’s fiscal year.

Deleted: 22

Fees and Costs – Avatar agrees to pay the reasonable attorney’s and engineer’s fees and costs of the District associated with the property conveyance (“Fees and Costs”). Avatar shall provide a deposit of \$15,000 (“Initial Deposit”), and the District shall bill its Fees and Costs against the Initial Deposit. After the Initial Deposit is spent, Avatar on a monthly basis and within 10 days written request from the District Manager shall pay the District’s actual Fees and Costs for that month. At the time of closing on the property conveyance, Avatar shall pay any remaining Fees and Costs.

Developer Items – As part of the Developer’s written request, the Developer shall provide:

- Developer name & contact information
- The Initial Deposit for Fees and Costs
- Evidence that the permit is in good standing and final certifications have been delivered and include documentation necessary to reflect a transfer of maintenance under the permit
- Estimated annual maintenance cost
- Title work and title insurance commitment
- Affidavit of No Liens (may be provided by District Counsel)
- Other applicable documents reasonably required by the District Engineer to determine the acceptability of the common area property

Procedure – Upon receipt of the written request, the District Manager shall promptly distribute the written request and documents to District Counsel, District Engineer, Field Management staff for verification of documentation and inspection of property and improvements under the provisions of the Acquisition Agreement. Upon successful completion of review process, and satisfaction of all required costs associated with conveyance in accordance with the Acquisition Agreement, and subject to the District’s reasonable discretion, the District shall accept the Property for ownership and maintenance, and provide an executed deed substantially in the form provided in the Acquisition Agreement.

Additional information provided by District Manager and Field Management to the District’s Board:

- Maintenance proposals
- Estimated annual insurance costs

Exhibit C

This instrument was prepared by:

|

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made to be effective as of the ____ day of _____ 2022, by and between:

AVATAR PROPERTIES INC., a Florida corporation, with an address of 2600 Lake Lucien Drive, Suite 350, Maitland, FL 32751 ("**Grantor**"); and

POINCIANA WEST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Polk County, Florida ("**Grantee**").

(Wherever used herein, the terms "Grantor(s)" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

WITNESSETH

Grantor, for good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained and conveyed to Grantee, and Grantee's successors and assigns, forever, the land lying and being in the County of Polk, State of Florida, as more particularly described in **Exhibit 1** attached hereto (together, "**Property**");

SUBJECT, HOWEVER, to the following encumbrances and restrictions: (i) all applicable governmental regulations; and (ii) all matters, restrictions, easements, limitations, reservations and covenants of record, if any, but this reference shall not operate to re-impose same;

TOGETHER, with all tenements, hereditaments, and appurtenances thereto belonging or in any way appertaining;

TO HAVE AND TO HOLD unto Grantee and Grantee's successors and assigns in fee simple forever.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple, that Grantor has good right and lawful authority to sell and convey the Property and hereby warrants the title to the Property, subject to the foregoing encumbrances and restrictions, and that Grantor will defend the same against the lawful claims of all persons claiming by, through, or under Grantor.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed to be effective as of the day and year first above written.

WITNESSES:

GRANTOR:

AVATAR PROPERTIES INC., a Florida corporation

By: _____
Name: _____

By: _____
Name: _____

By: _____
Name: _____
Title: _____

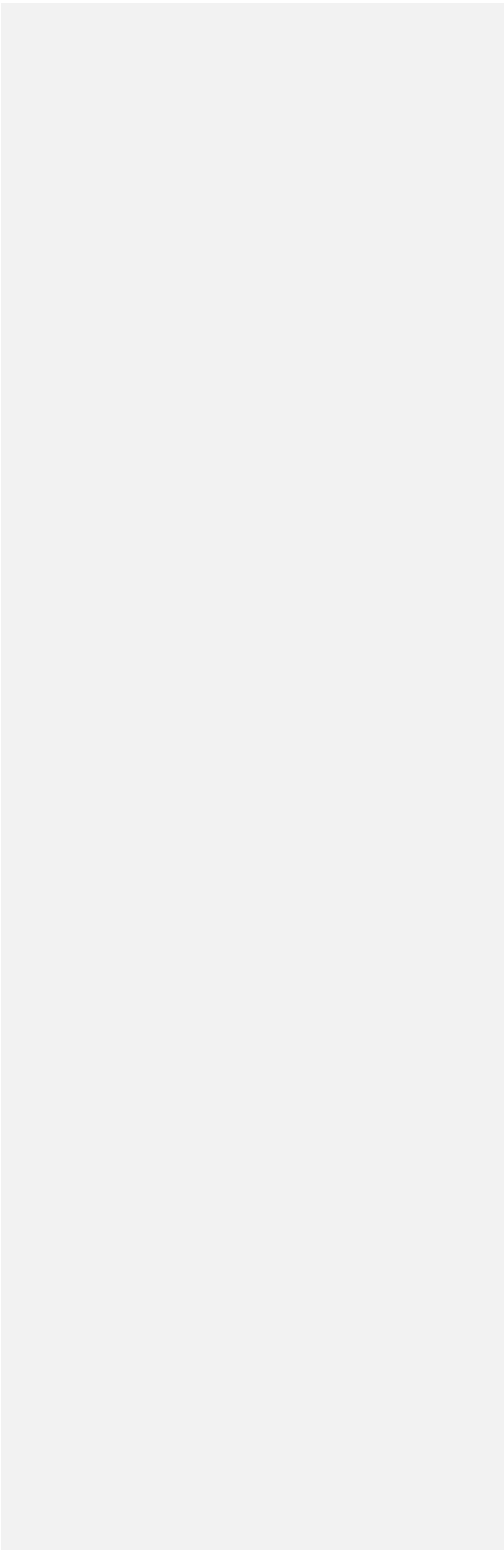
STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2022, by _____ as _____ of **Avatar Properties Inc., a Florida corporation**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)



[SIGNATURE PAGE FOR SPECIAL WARRANTY DEED]

WITNESSES:

GRANTEE:

POINCIANA WEST COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Name: _____

By: _____
Name: _____

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2022, by _____, as _____ of **Poinciana West Community Development District**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

SECTION VIII

SECTION C

SECTION 1

Poinciana West Community Development District

Summary of Check Register

July 13, 2022 to September 12, 2022

Fund	Date	Check No.'s	Amount
General Fund	7/13/22	1875-1880	\$ 17,690.75
	7/21/22	1881	\$ 2,082.50
	8/10/22	1882-1885	\$ 8,411.23
	8/11/22	1886-1888	\$ 23,936.77
	8/17/22	1889-1890	\$ 13,777.07
	8/23/22	1891	\$ 2,082.50
	9/6/22	1892	\$ 9,663.78
			\$ 77,644.60
Payroll			
	<u>July 2022</u>		
	Maneck Master	ACH	\$ 184.70
	Mayra Skeete	ACH	\$ 184.70
	Peggy Gregory	ACH	\$ 184.70
	Roy LaRue	ACH	\$ 184.70
			\$ 738.80
			\$ 78,383.40

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
7/13/22	00036	5/31/22	00046219	202205 310-51300-48000		*	474.21		
				NOT BOS MEETING 5/11/22					
		5/31/22	00046219	202205 310-51300-48000		*	225.13		
				NOT QPC MEETING 5/23/22					
					CA FLORIDA HOLDINGS, LLC			699.34	001875
7/13/22	00005	6/15/22	00102457	202206 320-53800-47100		*	2,082.50		
				MOSQUITO MAINT JUNE 22					
					CLARKE ENVIRONMENTAL MOSQUITO			2,082.50	001876
7/13/22	00020	7/01/22	00001295	202207 320-53800-47000		*	4,917.68		
				AQUATIC MAINT JULY 22					
					CLARKE AQUATIC SERVICES, INC			4,917.68	001877
7/13/22	00033	7/01/22	18006	202206 310-51300-31500		*	888.00		
				GENERAL COUNSEL JUNE 22					
					CLARK & ALBAUGH, LLP			888.00	001878
7/13/22	00001	5/31/22	131	202205 320-53800-49000		*	3,640.00		
				FISH STOCKING					
		7/01/22	132	202207 310-51300-34000		*	3,862.50		
				MANAGEMENT FEES JULY 22					
		7/01/22	132	202207 310-51300-35200		*	62.50		
				WEBSITE ADMIN JULY 22					
		7/01/22	132	202207 310-51300-35100		*	93.75		
				INFORMATION TECH JULY 22					
		7/01/22	132	202207 310-51300-31300		*	416.67		
				DISSEMINATION SVC JULY 22					
		7/01/22	132	202207 310-51300-51000		*	.24		
				OFFICE SUPPLIES JULY 22					
		7/01/22	132	202207 310-51300-42000		*	4.24		
				POSTAGE JULY 22					
		7/01/22	133	202207 320-53800-12000		*	858.33		
				FIELD MANAGEMENT JULY 22					
					GOVERNMENTAL MANAGEMENT SERVICES-CF			8,938.23	001879
7/13/22	00016	6/30/22	2176152	202206 310-51300-31100		*	165.00		
				ENGINEER SVCS JUNE 22					
					GAI CONSULTANTS, INC			165.00	001880
7/21/22	00005	7/15/22	1025668	202207 320-53800-47100		*	2,082.50		
				MOSQUITO MAINT JULY 22					
					CLARKE ENVIRONMENTAL MOSQUITO			2,082.50	001881
8/10/22	00033	8/02/22	18036	202207 310-51300-31500		*	1,530.00		
				GENERAL COUNSEL JULY 22					

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
		8/02/22	18037	202207	310	51300	31500		GENERAL COUNSEL JULY 22	*	720.00		
									CLARK & ALBAUGH, LLP			2,250.00	001882
8/10/22	00008	7/19/22	7-823-76	202207	310	51300	42000		4 DELIVERIES 7/14/22	*	63.50		
									FEDEX			63.50	001883
8/10/22	00001	8/01/22	134	202208	310	51300	34000		MANAGEMENT FEES AUG 22	*	3,862.50		
		8/01/22	134	202208	310	51300	35200		WEBSITE ADMIN AUG 22	*	62.50		
		8/01/22	134	202208	310	51300	35100		INFORMATION TECH AUG 22	*	93.75		
		8/01/22	134	202208	310	51300	31300		DISSEMINATION SVC AUG 22	*	416.67		
		8/01/22	134	202208	310	51300	51000		OFFICE SUPPLIES AUG 22	*	15.00		
		8/01/22	134	202208	310	51300	42000		POSTAGE AUG 22	*	.13		
		8/01/22	134	202208	310	51300	42500		COPIES AUG 22	*	38.85		
		8/01/22	135	202208	320	53800	12000		FIELD MANAGEMENT AUG 22	*	858.33		
									GOVERNMENTAL MANAGEMENT SERVICES-CF			5,347.73	001884
8/10/22	00016	8/02/22	2177388	202207	310	51300	31100		ENGINEER SERVICES JULY 22	*	750.00		
									GAI CONSULTANTS, INC			750.00	001885
8/11/22	00020	8/01/22	00001328	202208	320	53800	47000		AQUATIC MAINTENANCE AUG22	*	4,917.68		
									CLARKE AQUATIC SERVICES, INC			4,917.68	001886
8/11/22	00007	8/01/22	8383	202208	320	53800	46200		LANDSCAPE MAINT AUG 22	*	4,831.89		
									FLORALAWN 2, LLC			4,831.89	001887
8/11/22	00023	8/08/22	4651937	202208	300	13100	10200		PROPERTY APPRAISER FEE	*	11,088.27		
		8/08/22	4651938	202208	310	51300	49100		PROPERTY APPRAISER FEE	*	3,098.93		
									POLK COUNTY PROPERTY APPRAISER			14,187.20	001888
8/17/22	00036	7/31/22	4770334	202207	310	51300	48000		NOT ADOPT FY23 BUDGET	*	718.50		
									CA FLORIDA HOLDINGS, LLC			718.50	001889
									POIW POIN WEST CDD KCOSTA				

*** CHECK DATES 07/13/2022 - 09/12/2022 ***


POINCIANA WEST - GENERAL FUND
BANK A GENERAL FUND

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
8/17/22	00013	8/17/22	08172022	202208	300	20700	10000		DS ASSESSMENT SER2017	*	13,058.57		
POINCIANA WEST CDD C/O USBANK											13,058.57	001890	
8/23/22	00005	8/15/22	00102645	202208	320	53800	47100		MOSQUITO MAINT AUG 22	*	2,082.50		
CLARKE ENVIRONMENTAL MOSQUITO											2,082.50	001891	
9/06/22	00007	7/01/22	8270	202207	320	53800	46200		LANDSCAPE MAINT JULY 22	*	4,831.89		
		9/01/22	8435	202209	320	53800	46200		LANDSCAPE MAINT SEPT 22	*	4,831.89		
FLORALAWN 2, LLC											9,663.78	001892	
TOTAL FOR BANK A											77,644.60		
TOTAL FOR REGISTER											77,644.60		

POIW POIN WEST CDD KCOSTA

LOCALiQ

FLORIDA

ACCOUNT NAME Poinciana West Cdd		ACCOUNT # 534838	PAGE # 1 of 1
INVOICE # 0004621973	BILLING PERIOD May 1- May 31, 2022	PAYMENT DUE DATE June 20, 2022 125/187	
PREPAY (Memo Info) \$0.00	UNAPPLIED (included in amt due) \$0.00	TOTAL AMOUNT DUE \$699.34	
BILLING ACCOUNT NAME AND ADDRESS Poinciana West Cdd 6200 Lee Vista Blvd. Ste. 300 Orlando, FL 32822-5149 		BILLING INQUIRIES/ADDRESS CHANGES 1-877-736-7612 or smb@ccc.gannett.com	FEDERAL ID 47-2390983
<p>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.</p>			

0000534838000000000000000046219730006993467175

To sign-up for E-mailed invoices and online payments please contact abgspecial@gannett.com. Previous account number: **CFL_758309**

Date	Description	Amount
5/1/22	Balance Forward	\$847.83
5/4/22	PAYMENT - THANK YOU	-\$847.83

Package Advertising:

Start-End Date	Order Number	Description	PO Number	Package Cost
5/11/22	7251921	Meeting 5/18	Meeting 5/18	\$474.21
5/23/22	7312541	Notice of Qualifying Period		\$225.13

RECEIVED
JUN 22 2022

1-36
310 513 48

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

LOCALiQ

FLORIDA

ACCOUNT NAME Poinciana West Cdd	PAYMENT DUE DATE June 20, 2022	AMOUNT PAID
ACCOUNT NUMBER 534838	INVOICE NUMBER 0004621973	

CURRENT DUE	30 DAYS PAST DUE	60 DAYS PAST DUE	90 DAYS PAST DUE	120+ DAYS PAST DUE	UNAPPLIED PAYMENTS	TOTAL AMOUNT DUE
\$699.34	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$699.34

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:

VISA MASTERCARD DISCOVER AMEX

Card Number _____
Exp Date ____ / ____ / ____ CVV Code _____
Signature _____ Date _____

0000534838000000000000000046219730006993467175

PROOF OF PUBLICATION

Poinciana West Cdd
Poinciana West Cdd
6200 Lee Vista BLVD # 300
Orlando FL 32822-5149

STATE OF FLORIDA, COUNTY OF POLK

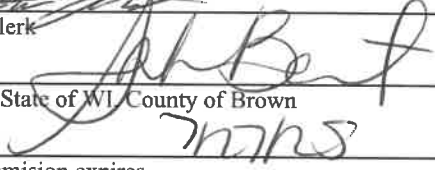
The Ledger-News Chief, a newspaper printed and published in the city of Lakeland, and of general circulation in the County of Polk, State of Florida, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue dated or by publication on the newspaper's website, if authorized, on:

05/23/2022

and that the fees charged are legal.
Sworn to and subscribed before on 05/23/2022



Legal Clerk



Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$225.13
Order No: 7312541 # of Copies: 1
Customer No: 534838
PO #:

THIS IS NOT AN INVOICE!
Please do not use this form for payment remittance.

SARAH BERTELSEN
Notary Public
State of Wisconsin

NOTICE OF QUALIFYING PERIOD FOR CANDIDATES FOR THE BOARD OF SUPERVISORS OF THE POINCIANA WEST COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Poinciana West Community Development District ("District") will commence at noon on June 13, 2022, and close at noon on June 17, 2022. Candidates must qualify for the office of Supervisor with the Polk County Supervisor of Elections located at 250 S. Broadway Avenue, Bartow, Florida 33830; Ph: 863-534-5888. All candidates shall qualify for individual seats in accordance with Section 99.061, Florida Statutes, and must also be a "qualified elector" of the District, as defined in Section 190.003, Florida Statutes. A "qualified elector" is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Polk County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, Florida Statutes.

The Poinciana West Community Development District has two (2) seats up for election, specifically seats 1 and 2. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 8, 2022, and in the manner prescribed by law for general elections. For additional information, please contact the Polk County Supervisor of Elections.
May 23, 2022 #7312541

RECEIVED
MAY 31 2022

PROOF OF PUBLICATION

Poinciana West Cdd
Poinciana West Cdd
6200 Lee Vista BLVD # 300
Orlando FL 32822-5149

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 dated or by publication on the newspaper's website, if authorized, on:

05/11/2022

and that the fees charged are legal.
Sworn to and subscribed before on 05/11/2022

NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING FOR POINCIANA WEST COMMUNITY DEVELOPMENT DISTRICT
Notice is hereby given that the Board of Supervisors ("Board") of the Poinciana West Community Development District ("District") will hold a regular meeting of the Board of Supervisors on Wednesday, May 18, 2022 at 9:00 a.m. via Zoom communications media technology and in person at the Starlite Ballroom, 284 Village Drive, Poinciana, FL 34759. 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. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. A copy of the agenda for this meeting may be obtained by contacting the District Manager by mail at 219 E. Livingston Street, Orlando, FL 32801, by telephone at 407-841-5524, or by visiting the District's website, <http://poincianawestcdd.org>. This meeting may be continued to a date, time, and place to be specified on the record of the meeting. As a public health precaution, all those attending the 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/9424007437> and entering the meeting ID of 942 4002 7437 or by dialing telephonically at (466) 876-9923 and entering the meeting ID of 942 4002 7437. Questions and comments can be submitted to the District Manager at tdadams@mscfl.com by Tuesday, May 17, 2022 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. One or more Supervisors, staff or other individuals are anticipated to participate by Zoom. Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting or to obtain access to the telephonic, video conferencing, or other communications media technology used to conduct this meeting is asked to advise the District Office at least forty-eight (48) hours prior to the meeting by contacting the District Manager at 219 E. Livingston Street, Orlando, FL 32801; 407-841-5524. 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. Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based. Tricia Adams, Management Services - Central Florida, LLC, District Manager, May 11, 2022 #7251921

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$474.21
Order No: 7251921 # of Copies: 1
Customer No: 534838
PO #: Meeting 5/18

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

SARAH BERTELSEN
Notary Public
State of Wisconsin



INVOICE

www.clarke.com
TOLL-FREE: 800-323-5727
PHONE: 630-894-2000
AR Email: accountsreceivable@clarke.com,
AR Dept: 1879

Payment Instructions: Clarke Environmental Mosquito Management, Inc.
ACH Banking: Bank of America - Account: 8666607231 - Routing: 071000039
Electronic Check or Credit Card: Please call - 800-323-5727 x3139
Paper Check: 16300 Collections Center Drive, Chicago, IL 60693

Customer #: P07800
Customer PO #: N/A

Invoice #: 001024573
Invoice Date: 06/15/22
Terms: Net 30 Days
Due Date: 07/15/22

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Poinciana West Community Dev. Dist.
6200 Lee Vista Blvd.
Suite 300
Orlando, FL 32822-5149
Stacie Vanderfilt

RECEIVED

JUN 16 2022

1-5
320 538471

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 June 2022	
Order total	2,082.50

Clarke Environmental Mosquito Management, Inc. is a Clarke Company

**** Fraud Alert: Our banking details have not changed. Please call 800-323-5727 x3139 if you are asked to change banking information.**

Total: 2,082.50

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



INVOICE

www.clarke.com
TOLL-FREE: 800-323-5727
PHONE: 630-894-2000
AR Email: accountsreceivable@clarke.com
AR Dept: 1333

Payment Instructions: Clarke Aquatic Services, Inc.
ACH Banking: Bank of America - Account: 8666607118 - Routing: 071000039
Payment Online: Visit our website at <https://www.clarke.com/billpay>
Paper Check: 16308 Collections Center Drive, Chicago, IL 60693

Customer #: 088096
Customer PO #: NA

Invoice #: 000012950
Invoice Date: 07/01/22
Terms: Net 30 Days
Due Date: 08/01/22

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

RECEIVED
JUL 05 2022

1-20 47
320 538

Agreement no 1000009685 Consultant Lori Clemence

Description	Total
CLARKE AQUATIC MAINTENANCE SERVICES	
<p>W9's can be found on our website at www.clarke.com</p> <p>Poinciana West CDD Aquatic Weed and Algae Control Invoice Due July 2022 Invoice 10 of 12</p>	
Order total	4,917.68

Clarke Aquatic Services, Inc. is a Clarke Company

**** Fraud Alert: Our banking details have not changed. Please call 800-323-5727 x3139 if you are asked to change banking information.**

Total: 4,917.68

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

Clark & Albaugh, LLP
 219 Shiloh Cove
 Heathrow, Florida 32746

RECEIVED 130/187
 JUL 06 2022

Phone: (407) 647-7600

Fax: (407) 647-7622

1,23 310 213 11

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

July 1, 2022

Attention: George S. Flint, District Manager

File # 7784-001
 Invoice # 18006

RE: General matters

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Jun-06-22	review of audit draft and correspondence regarding same	0.60	180.00	SDC
Jun-14-22	review of correspondence from chair and manager; review of engineering agreement	0.60	180.00	SDC
Jun-21-22	review of engineering agreement and related correspondence; office conference regarding drafting of amendment	0.50	150.00	SDC
Jun-22-22	review of draft amendment to engineering agreement; correspondence with chair	0.50	150.00	SDC
	Drafting First Amendment to Engineering Services Agreement with GAI Consultants, Inc.	0.80	228.00	MEA
	Totals	3.00	\$888.00	

Total Fee & Disbursements

\$888.00

Previous Balance

1,440.00

Previous Payments

1,440.00

Balance Now Due

\$888.00

Please use the invoice address for PAYMENTS ONLY:

**219 Shiloh Cove
Heathrow, FL 32746**

131/187

**Effective August 1, 2022, our new physical address
for all other correspondence is:**

**1800 Town Plaza Court
Winter Springs, FL 32708**

TAX ID Number 26-1572385

GMS-Central Florida, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice 155187

Invoice #: 132
Invoice Date: 7/1/22
Due Date: 7/1/22
Case:
P.O. Number:

Bill To:

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

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JUL 11 2022

1-1

Description	Hours/Qty	Rate	Amount
Management Fees - July 2022	310 513 34	3,862.50	3,862.50
Website Administration - July 2022	352	62.50	62.50
Information Technology - July 2022	351	93.75	93.75
Dissemination Agent Services - July 2022	313	416.67	416.67
Office Supplies	51	0.24	0.24
Postage	42	4.24	4.24

Total \$4,439.90

Payments/Credits \$0.00

Balance Due \$4,439.90

GMS-Central Florida, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice
134/187

Invoice #: 133
Invoice Date: 7/1/22
Due Date: 7/1/22
Case:
P.O. Number:

Bill To:

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

RECEIVED
JUL 11 2022

1-1

Description	Hours/Qty	Rate	Amount
Field Management - July 2022	320 538 12	858.33	858.33
Total			\$858.33
Payments/Credits			\$0.00
Balance Due			\$858.33



INVOICE

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

135/187
T 407.423.8398
F 407.843.1070

1-16
310 513 311

Tricia Adams
Governmental Management Services
6200 Lee Vista Blvd Ste 300
Orlando, FL 32822

June 30, 2022
Project No: A171207.00
Invoice No: 2176152

Project A171207.00 Poinciana West Community Development District Engineering Services

Professional Services Through June 25, 2022

Task 006 2022 General Support
Sub-Task 001 COM

Professional Personnel

	Hours	Rate	Amount
Principal			
Leo, Kathleen	.50	330.00	165.00
Totals	.50		165.00
Total Labor			165.00
		Total this Sub-Task	\$165.00
		Total this Task	\$165.00

Task 007 Developer Turnover

Total this Task 0.00

Total this Invoice \$165.00

Outstanding Invoices

Number	Date	Balance
2175257	6/1/2022	990.00
Total		990.00

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JUL 1 2022

Billing Backup

Thursday, June 30, 2022

GAI Consultants, Inc.

Invoice 2176152 Dated 6/30/2022

2:18:27 PM

Project A171207.00 Poinciana West Community Development District Engineering Services
 Task 006 2022 General Support
 Sub-Task 001 COM

Professional Personnel

			Hours	Rate	Amount	
Principal						
04136	Leo, Kathleen	5/25/2022	.50	330.00	165.00	
	annual report					
	Totals		.50		165.00	
	Total Labor					165.00
						Total this Sub-Task \$165.00
						Total this Task \$165.00
						Total this Project \$165.00
						Total this Report \$165.00



INVOICE

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

Payment Instructions: Clarke Environmental Mosquito Management, Inc.
ACH Banking: Bank of America - Account: 8666607231 - Routing: 071000039
Payment Online: Visit our website at <https://www.clarke.com/billpay>
Paper Check: 16300 Collections Center Drive, Chicago, IL 60693

Customer #: P07800
Customer PO #: N/A

Invoice #: 001025668
Invoice Date: 07/15/22
Terms: Net 30 Days
Due Date: 08/15/22

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

1-5
320 538 471

RECEIVED
JUL 15 2022

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 July 2022	
Order total	2,082.50

Clarke Environmental Mosquito Management, Inc. is a Clarke Company

**** Fraud Alert: Our banking details have not changed. Please call 800-323-5727 x3139 if you are asked to change banking information.**

Total: 2,082.50

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

1-33
310 513 315

Clark & Albaugh, LLP
219 Shiloh Cove
Heathrow, Florida 32746

RECEIVED 138/187

AUG 08 2022

Phone: (407) 647-7600

Fax: (407) 647-7622

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

August 2, 2022

Attention: George S. Flint, District Manager

File # 7784-001
Invoice # 18036

RE: General matters

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Jul-07-22	review of draft agenda; correspondence with manager and review of draft resolution regarding electronic signature	0.60	180.00	SDC
Jul-13-22	telephone call with manager regarding draft agenda and meeting topics for July 20 meeting; review of draft resolutions for budget and assessment levy	0.90	270.00	SDC
Jul-19-22	review of agenda package, minutes, budget documents and action items; meeting preparation	1.40	420.00	SDC
Jul-20-22	attendance at board meeting (Zoom)	1.80	540.00	SDC
Jul-22-22	review of correspondence and reuse water agreement	0.40	120.00	SDC

Totals 5.10 \$1,530.00

Total Fee & Disbursements	\$1,530.00
Previous Balance	888.00
Previous Payments	888.00

Balance Now Due

\$1,530.00 139/187

Please use the invoice address for PAYMENTS ONLY:

**219 Shiloh Cove
Heathrow, FL 32746**

**Effective August 1, 2022, our new physical address
for all other correspondence is:**

**1800 Town Plaza Court
Winter Springs, FL 32708**

TAX ID Number 26-1572385

1-33
310 513 315

Clark & Albaugh, LLP
219 Shiloh Cove
Heathrow, Florida 32746

RECEIVED 140/187
AUG 08 2022

Phone: (407) 647-7600 Fax: (407) 647-7622

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

August 2, 2022

Attention: George S. Flint, District Manager
RE: Transfer of tracts to District

File # 7784-002
Invoice # 18037

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Jul-12-22	review of plat, parcel and title information provided by developer; review of conservation deed and tracts; correspondence with manager	1.80	540.00	SDC
Jul-13-22	telephone call with manager regarding agenda status item for property acquisition agreement; conference call with developer and counsel regarding status and process	0.60	180.00	SDC
Totals		2.40	\$720.00	
Total Fee & Disbursements				\$720.00
Previous Balance				660.00
Previous Payments				660.00
Balance Now Due				\$720.00

Please use the invoice address for PAYMENTS ONLY:

219 Shiloh Cove
Heathrow, FL 32746

Effective August 1, 2022, our new physical address for all other correspondence is:

Invoice #: 18037

Page 2

August 2, 2022

**1800 Town Plaza Court
Winter Springs, FL 32708**

141/187

TAX ID Number 26-1572385



Invoice Number	Invoice Date	Account Number	Page
7-823-76685	Jul 19, 2022	7630-6931-1	1427137

FedEx Tax ID: 71-0427007

Billing Address:

POINCIANA WEST CDD
6200 LEE VISTA BLVD STE 300
ORLANDO FL 32822-5149

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 \$63.50
TOTAL THIS INVOICE USD \$63.50

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 19, 2022

Previous Balance 0.00
Payments 0.00
Adjustments 0.00
New Charges 63.50

New Account Balance \$63.50



RECEIVED

JUL 25 2022

7-8
310 513 42

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
7-823-76685	USD \$63.50	7630-6931-1	USD \$63.50

Remittance Advice

Your payment is due by Sep 02, 2022

782376685700000635037630693112000006350300000635030

0030006 01 AB 0.491 **AUTO T2 0 1199 32822-514975 -C01-P30036-11



POINCIANA WEST CDD
6200 LEE VISTA BLVD STE 300
ORLANDO FL 32822-5149



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



63317990020171



Invoice Number	Invoice Date	Account Number	Page
7-823-76685	Jul 19, 2022	7630-6931-1	143 of 187

Ship Date: Jul 14, 2022

Cust. Ref.: Poinciana West CDD

Ref.#2:

Payor: Third Party

Ref.#3:

- Fuel Surcharge - FedEx has applied a fuel surcharge of 20.75% to this shipment.
- Distance Based Pricing, Zone 2
- Package Delivered to Recipient Address - Release Authorized

Automation	INET	Sender	Recipient	
Tracking ID	777392542157	George Flint	Joseph Clark	
Service Type	FedEx Standard Overnight	GMS - CF, LLC	306 MOORPARK WAY	
Package Type	FedEx Pak	219 E Livingston Street	KISSIMMEE FL 34759 US	
Zone	02	ORLANDO FL 32801 US		
Packages	1			
Rated Weight	2.0 lbs, 0.9 kgs	Transportation Charge		6.92
Delivered	Jul 15, 2022 13:25	Fuel Surcharge		0.83
Svc Area	A3	Residential Delivery		4.95
Signed by	see above	Third Party Billing		0.00
FedEx Use	000000000/158093/02	Total Charge	USD	\$12.70

Ship Date: Jul 14, 2022

Cust. Ref.: Poinciana West CDD

Ref.#2:

Payor: Third Party

Ref.#3:

- Fuel Surcharge - FedEx has applied a fuel surcharge of 20.75% to this shipment.
- Distance Based Pricing, Zone 2
- Package Delivered to Recipient Address - Release Authorized

Automation	INET	Sender	Recipient	
Tracking ID	777392552868	George Flint	Mayra Skeete	
Service Type	FedEx Standard Overnight	GMS - CF, LLC	467 BEL AIR WAY	
Package Type	FedEx Pak	219 E Livingston Street	KISSIMMEE FL 34759 US	
Zone	02	ORLANDO FL 32801 US		
Packages	1			
Rated Weight	2.0 lbs, 0.9 kgs	Transportation Charge		6.92
Delivered	Jul 15, 2022 12:42	Fuel Surcharge		0.83
Svc Area	A3	Residential Delivery		4.95
Signed by	see above	Third Party Billing		0.00
FedEx Use	000000000/158093/02	Total Charge	USD	\$12.70

Ship Date: Jul 14, 2022

Cust. Ref.: Poinciana West CDD

Ref.#2:

Payor: Third Party

Ref.#3:

- Fuel Surcharge - FedEx has applied a fuel surcharge of 20.75% to this shipment.
- Distance Based Pricing, Zone 2
- Package Delivered to Recipient Address - Release Authorized

Automation	INET	Sender	Recipient	
Tracking ID	777392563188	George Flint	Maneck Master	
Service Type	FedEx Standard Overnight	GMS - CF, LLC	759 SAN RAPHAEL ST	
Package Type	FedEx Pak	219 E Livingston Street	KISSIMMEE FL 34759 US	
Zone	02	ORLANDO FL 32801 US		
Packages	1			
Rated Weight	2.0 lbs, 0.9 kgs	Transportation Charge		6.92
Delivered	Jul 15, 2022 12:05	Fuel Surcharge		0.83
Svc Area	A3	Residential Delivery		4.95
Signed by	see above	Third Party Billing		0.00
FedEx Use	000000000/158093/02	Total Charge	USD	\$12.70

Third Party Subtotal	USD	\$63.50
Total FedEx Express	USD	\$63.50

GMS-Central Florida, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice
144/187

Invoice #: 134
Invoice Date: 8/1/22
Due Date: 8/1/22
Case:
P.O. Number:

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

1-1

Description	Hours/Qty	Rate	Amount
Management Fees - August 2022	310 513 34	3,862.50	3,862.50
Website Administration - August 2022	352	62.50	62.50
Information Technology - August 2022	351	93.75	93.75
Dissemination Agent Services - August 2022		416.67	416.67
Office Supplies	51	15.00	15.00
Postage	42	0.13	0.13
Copies	425	38.85	38.85

RECEIVED

Total \$4,489.40

Payments/Credits \$0.00

Balance Due \$4,489.40

GMS-Central Florida, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 135
Invoice Date: 8/1/22
Due Date: 8/1/22
Case:
P.O. Number:

Bill To:

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

Description	Hours/Qty	Rate	Amount
Field Management - August 2022 <i>320 538 12</i>		858.33	858.33

RECEIVED
8/1/22

Total	\$858.33
Payments/Credits	\$0.00
Balance Due	\$858.33



INVOICE

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

146/187
T 407.423.8398
F 407.843.1070

1-16
310 513 311

Tricia Adams
Governmental Management Services
6200 Lee Vista Blvd Ste 300
Orlando, FL 32822

August 02, 2022
Project No: A171207.00
Invoice No: 2177388

Project A171207.00 Poinciana West Community Development District Engineering Services

Professional Services Through July 23, 2022

Task 006 2022 General Support
Sub-Task 001 COM

Professional Personnel

	Hours	Rate	Amount
Principal			
Leo, Kathleen	2.50	300.00	750.00
Totals	2.50		750.00
Total Labor			750.00
		Total this Sub-Task	\$750.00
		Total this Task	\$750.00
Task 007		Developer Turnover	
		Total this Task	0.00
		Total this Invoice	\$750.00

RECEIVED

AUG 2 2022

Billing Backup

Tuesday, August 2, 2022

GAI Consultants, Inc.

Invoice 2177388 Dated 8/2/2022

10:21:48 AM

Project A171207.00 Poinciana West Community Development District Engineering Services
 Task 006 2022 General Support
 Sub-Task 001 COM

Professional Personnel

			Hours	Rate	Amount	
Principal						
04136	Leo, Kathleen	7/20/2022	2.50	300.00	750.00	
	meeting, drive site					
	Totals		2.50		750.00	
	Total Labor					750.00
					Total this Sub-Task	\$750.00
					Total this Task	\$750.00
					Total this Project	\$750.00
					Total this Report	\$750.00



INVOICE

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

Payment Instructions: Clarke Aquatic Services, Inc.
ACH Banking: Bank of America - Account: 8666607118 - Routing: 071000039
Payment Online: Visit our website at <https://www.clarke.com/billpay>
Paper Check: 16308 Collections Center Drive, Chicago, IL 60693

Customer #: 088096
Customer PO #: NA

Invoice #: 000013282
Invoice Date: 08/01/22
Terms: Net 30 Days
Due Date: 08/31/22

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

RECEIVED
AUG 09 2022

1-20
320 538 47

Agreement no 1000009685 Consultant Lori Clemence

Description	Total
CLARKE AQUATIC MAINTENANCE SERVICES	
<p>W9's can be found on our website at www.clarke.com</p> <p>Poinciana West CDD Aquatic Weed and Algae Control Invoice Due August 2022 Invoice 11 of 12</p>	
Order total	4,917.68

Clarke Aquatic Services, Inc. is a Clarke Company

**** Fraud Alert: Our banking details have not changed. Please call 800-323-5727 x3139 if you are asked to change banking information.**

Total: 4,917.68

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



Premier Lawn & Pest

P.O. Box 91597
Lakeland, FL 33804

Invoice 1497187

1-7
320 538 462

Date	Invoice #
8/1/2022	8383

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
	Duc on receipt	

Quantity	Description	Rate	Amount
1	Monthly Lawn Maintenance per original contract - November 2016 - Poinciana West CDD	4,831.89	4,831.89
	Billing for August 2022		

RECEIVED
JUL 29 2022

Thank you for your business.	Total \$4,831.89
------------------------------	-------------------------

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

Polk County Property Appraiser

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

150/187

INVOICE: 4651937

1-23
 300 131 102

Page: 1 of 1

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

RECEIVED

AUG 9 2022

Invoice Date	Due Date	Ship Via	FOB	Terms	Reference	
08/08/2022	08/08/2022			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	EA	POINCIANA WEST CDD DEBT 1% ADMIN FEE			11,088.2700	11,088.27
					SUBTOTAL:	11,088.27
					TOTAL DUE:	11,088.27

Detach and Return With Payment

Send Payment To:

Invoice: 4651937
 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: \$11,088.27
 AMOUNT PAID: _____

Polk County Property Appraiser

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

151/187

INVOICE: 4651938

Page: 1 of 1

***** CUSTOMER *****

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

1-23
 300 131 102

RECEIVED

AUG 9 2022

Invoice Date	Due Date	Ship Via	FOB	Terms	Reference	
08/08/2022	08/08/2022			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	EA	POINCIANA WEST CDD MAINT 1% ADMIN FEE			3,098.9300	3,098.93
					SUBTOTAL:	3,098.93
					TOTAL DUE:	3,098.93

Detach and Return With Payment

Send Payment To:

Invoice: 4651938
 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

FLORIDA

1-36
310 513 48

Poinciana West Cdd		ACCOUNT # 534838	PAGE # 1 of 1
INVOICE #	BILLING PERIOD	PAYMENT DUE DATE	
0004770334	Jul 1- Jul 31, 2022	August 20, 2022	
PREPAY (Memo Info)	UNAPPLIED (included in amt due)	TOTAL AMOUNT DUE	
\$0.00	\$0.00	\$718.50	
BILLING ACCOUNT NAME AND ADDRESS		BILLING INQUIRIES/ADDRESS CHANGES	FEDERAL ID
Poinciana West Cdd 6200 Lee Vista Blvd. Ste. 300 Orlando, FL 32822-5149		1-877-736-7612 or smb@ccc.gannett.com	47-2390983
<p>Legal Entity: Gannett Media Corp.</p> <p>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.</p> <p>All funds payable in US dollars.</p>			

000053483800000000000000047703340007185067170

To sign-up for E-mailed invoices and online payments please contact abgspecial@gannett.com. Previous account number: **CFL_758309**

Date	Description	Amount
7/1/22	Balance Forward	\$699.34
7/20/22	PAYMENT - THANK YOU	-\$699.34

Package Advertising:

Start-End Date	Order Number	Description	PO Number	Package Cost
6/29/22-7/6/22	7460926	Meeting 7/20	Meeting 7/20	\$718.50

RECEIVED
AUG 19 2022

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

LOCALiQ

FLORIDA

ACCOUNT NAME		PAYMENT DUE DATE		AMOUNT PAID		
Poinciana West Cdd		August 20, 2022				
ACCOUNT NUMBER		INVOICE NUMBER				
534838		0004770334				
CURRENT DUE	30 DAYS PAST DUE	60 DAYS PAST DUE	90 DAYS PAST DUE	120+ DAYS PAST DUE	UNAPPLIED PAYMENTS	TOTAL AMOUNT DUE
\$718.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$718.50

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 _____	

000053483800000000000000047703340007185067170

PROOF OF PUBLICATION

Poinciana West Cdd
Poinciana West Cdd
6200 Lee Vista BLVD # 300
Orlando FL 32822-5149

STATE OF WISCONSIN, COUNTY OF BROWN

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 dated or by publication on the newspaper's website, if authorized, on:

06/29/2022, 07/06/2022

and that the fees charged are legal.
Sworn to and subscribed before on 07/06/2022

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost:	\$718.50	
Order No:	7460926	# of Copies:
Customer No:	534838	1
PO #:	Meeting 7/20	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

POINCIANA WEST COMMUNITY DEVELOPMENT DISTRICT NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2022/2023 BUDGET; 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 July 20, 2022 at 9:00 a.m., at Starlite Ballroom, 384 Village Drive, Poinciana, Florida 34759, for the purpose of hearing comments and objections on the adoption of the proposed budget ("Proposed Budget") of the District for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("Fiscal Year 2022/2023"). 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, Governmental Management Services - Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801, (407) 841-5524 ("District Manager's Office"), during normal business hours, or by visiting the District's website at <https://poincianacdd.org/>. 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 of 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 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (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.

Tricia L. Adams
Governmental Management Services - Central Florida, LLC
District Manager
June 29, July 6, 2022 #7460926

SARAH BERTELSEN
Notary Public
State of Wisconsin

CHECK REQUEST FORM

DISTRICT/ASSOCIATION: Poinciana West CDD

DATE: 8/17/22

PAYABLE TO: Poinciana West CDD c/o USBank

AMOUNT REQUESTED: \$13,058.57

REQUESTED BY: Katie Costa

ACCOUNT # 001-300-207-100 *V# 13*

DESCRIPTION OF NEED: Debt Service Assessments - Series 2017 - \$13,058.57



INVOICE

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

Payment Instructions: Clarke Environmental Mosquito Management, Inc.
ACH Banking: Bank of America - Account: 8666607231 - Routing: 071000039
Payment Online: Visit our website at <https://www.clarke.com/billpay>
Paper Check: 16300 Collections Center Drive, Chicago, IL 60693

Customer #: P07800
Customer PO #: N/A

Invoice #: 001026456
Invoice Date: 08/15/22
Terms: Net 30 Days
Due Date: 09/14/22

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Poinciana West Community Dev. Dist.
6200 Lee Vista Blvd.
Suite 300
Orlando, FL 32822-5149
Stacie Vanderfilt

1-5
320 438 471

Agreement no 1000002502 Consultant Cherrief Jackson

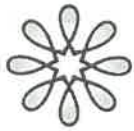
Description	Total
CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT SERVICE	
W9's can be found on our website at www.clarke.com	
Service Aug 2022	
Order total	2,082.50

RECEIVED

Clarke Environmental Mosquito Management, Inc. is a Clarke Company

** Fraud Alert: Our banking details have not changed. Please call 800-323-5727 x3139 if you are asked to change banking information.	Total:	2,082.50
---	---------------	-----------------

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



floralawn2, LLC

Premier Lawn & Pest

P.O. Box 91597
Lakeland, FL 33804

Invoice # 87

Date	Invoice #
7/1/2022	8270

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	4,831.89	4,831.89
	Billing for July 2022		
RECEIVED			
SEP 6 2022			
Thank you for your business.		Total	\$4,831.89

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



floralawn2, LLC

Premier Lawn & Pest

P.O. Box 91597
Lakeland, FL 33804

Invoice 158/187

Date	Invoice #
9/1/2022	8435

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	4,831.89	4,831.89
	Billing for September 2022		

RECEIVED
AUG 30 2022

Thank you for your business.	Total	\$4,831.89
------------------------------	--------------	------------

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

SECTION 2

Poinciana West
Community Development District

Unaudited Financial Reporting
August 31, 2022



Table of Contents

161/187

1	<hr/>	<u>Balance Sheet</u>
2-3	<hr/>	<u>General Fund</u>
4	<hr/>	<u>Debt Service Fund - Series 2017R-1 & 2017R-2</u>
5-6	<hr/>	<u>Month to Month</u>
7	<hr/>	<u>Assessment Receipt Schedule</u>

Poinciana West
Community Development District
Combined Balance Sheet
August 31, 2022

162/187

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Totals Governmental Funds</i>
Assets:			
Cash			
Operating Account	\$ 177,799	\$ -	\$ 177,799
Money Market Account	\$ 494,007	\$ -	\$ 494,007
Investments			
Series 2017R-1 & R-2			
Reserve R-1	\$ -	\$ 392,345	\$ 392,345
Reserve R-2	\$ -	\$ 121,828	\$ 121,828
Revenue	\$ -	\$ 284,575	\$ 284,575
Prepayment R-1	\$ -	\$ 9,767	\$ 9,767
Prepayment R-2	\$ -	\$ 5,662	\$ 5,662
Due from Debt Service	\$ 11,088	\$ -	\$ 11,088
Total Assets	\$ 682,895	\$ 814,178	\$ 1,497,072
Liabilities:			
Accounts Payable	\$ 4,832	\$ -	\$ 4,832
Due to General Fund	\$ -	\$ 11,088	\$ 11,088
Total Liabilities	\$ 4,832	\$ 11,088	\$ 15,920
Fund Balance:			
Nonspendable:			
Prepaid Items	\$ -	\$ -	\$ -
Restricted for:			
Debt Service	\$ -	\$ 803,089	\$ 803,089
Unassigned	\$ 678,063	\$ -	\$ 678,063
Total Fund Balances	\$ 678,063	\$ 803,089	\$ 1,481,152
Total Liabilities & Fund Balance	\$ 682,895	\$ 814,178	\$ 1,497,072

Poinciana West
Community Development District
General Fund

163/187

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2022

	Adopted Budget	Prorated Budget Thru 08/31/22	Actual Thru 08/31/22	Variance
Revenues:				
Assessments - Tax Roll	\$ 291,294	\$ 291,294	\$ 292,431	\$ 1,137
Interest	\$ 500	\$ 458	\$ 481	\$ 23
Total Revenues	\$ 291,794	\$ 291,752	\$ 292,912	\$ 1,160
Expenditures:				
<u>General & Administrative:</u>				
Supervisors Fees	\$ 6,000	\$ 5,500	\$ 5,600	\$ (100)
FICA Expense	\$ 459	\$ 421	\$ 428	\$ (8)
Engineering	\$ 15,000	\$ 13,750	\$ 5,893	\$ 7,857
Attorney	\$ 20,000	\$ 18,333	\$ 10,967	\$ 7,367
Arbitrage	\$ 450	\$ 450	\$ 450	\$ -
Dissemination	\$ 5,500	\$ 5,042	\$ 4,983	\$ 58
Annual Audit	\$ 3,310	\$ 3,310	\$ 3,310	\$ -
Trustee Fees	\$ 7,050	\$ 7,050	\$ 7,004	\$ 46
Assessment Administration	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Management Fees	\$ 46,350	\$ 42,488	\$ 42,488	\$ -
Information Technology	\$ 1,125	\$ 1,031	\$ 1,031	\$ -
Website Maintenance	\$ 750	\$ 688	\$ 688	\$ -
Telephone	\$ 100	\$ 92	\$ -	\$ 92
Postage	\$ 1,250	\$ 1,146	\$ 485	\$ 661
Printing & Binding	\$ 1,000	\$ 917	\$ 203	\$ 713
Insurance	\$ 8,100	\$ 8,100	\$ 6,025	\$ 2,075
Legal Advertising	\$ 2,500	\$ 2,292	\$ 2,850	\$ (558)
Other Current Charges	\$ 2,400	\$ 2,200	\$ 1,912	\$ 288
Office Supplies	\$ 300	\$ 275	\$ 92	\$ 183
Property Appraiser	\$ 3,100	\$ 3,100	\$ 3,099	\$ 1
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative:	\$ 129,919	\$ 121,358	\$ 102,683	\$ 18,675

Poinciana West
Community Development District
General Fund

164/187

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2022

	Adopted Budget	Prorated Budget Thru 08/31/22	Actual Thru 08/31/22	Variance
<i>Operations & Maintenance</i>				
Field Services	\$ 10,300	\$ 9,442	\$ 9,442	\$ 0
Landscape Maintenance	\$ 61,713	\$ 56,570	\$ 52,729	\$ 3,842
Aquatic Control Maintenance	\$ 66,865	\$ 61,293	\$ 53,591	\$ 7,701
Aquatic Midge Maintenance	\$ 30,000	\$ 27,500	\$ 22,908	\$ 4,593
R&M Plant Replacement	\$ 3,000	\$ 2,750	\$ -	\$ 2,750
Storm Structure Repairs	\$ 10,000	\$ 9,167	\$ 2,225	\$ 6,942
Contingency	\$ 20,000	\$ 18,333	\$ 4,360	\$ 13,973
Capital Outlay	\$ 10,000	\$ 9,167	\$ -	\$ 9,167
Total Operations & Maintenance:	\$ 211,878	\$ 194,222	\$ 145,254	\$ 48,967
Total Expenditures	\$ 341,797	\$ 315,579	\$ 247,937	\$ 67,643
Excess (Deficiency) of Revenues over Expenditures	\$ (50,003)		\$ 44,975	
Net Change in Fund Balance	\$ (50,003)		\$ 44,975	
Fund Balance - Beginning	\$ 50,003		\$ 633,087	
Fund Balance - Ending	\$ -		\$ 678,063	

Poinciana West

165/187

Community Development District

Debt Service Fund - Series 2017R-1 & 2017R-2

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending August 31, 2022

	Adopted Budget	Prorated Budget Thru 08/31/22	Actual Thru 08/31/22	Variance
Revenues:				
Assessments - Tax Roll	\$ 1,046,815	\$ 1,046,815	\$ 1,048,978	\$ 2,163
Assessments - Prepayments	\$ -	\$ -	\$ 27,211	\$ 27,211
Interest	\$ -	\$ -	\$ 48	\$ 48
Total Revenues	\$ 1,046,815	\$ 1,046,815	\$ 1,076,237	\$ 29,422
Expenditures:				
Property Appraiser	\$ 11,200	\$ 11,200	\$ 11,088	\$ 112
Series 2017R-1				
Interest - 11/1	\$ 178,771	\$ 178,771	\$ 178,771	\$ -
Special Call - 11/1	\$ -	\$ -	\$ 15,000	\$ (15,000)
Principal - 5/1	\$ 425,000	\$ 425,000	\$ 425,000	\$ -
Interest - 5/1	\$ 178,771	\$ 178,771	\$ 178,483	\$ 289
Special Call - 5/1	\$ -	\$ -	\$ 15,000	\$ (15,000)
Series 2017R-2				
Interest - 11/1	\$ 66,075	\$ 66,075	\$ 66,075	\$ -
Special Call - 11/1	\$ -	\$ -	\$ 5,000	\$ (5,000)
Principal - 5/1	\$ 95,000	\$ 95,000	\$ 95,000	\$ -
Interest - 5/1	\$ 66,075	\$ 66,075	\$ 65,941	\$ 134
Special Call - 5/1	\$ -	\$ -	\$ 40,000	\$ (40,000)
Total Expenditures	\$ 1,020,893	\$ 1,020,893	\$ 1,095,358	\$ (74,465)
Excess (Deficiency) of Revenues over Expenditures	\$ 25,922		\$ (19,121)	
Fund Balance - Beginning	\$ 290,113		\$ 822,210	
Fund Balance - Ending	\$ 316,035		\$ 803,089	

Poinciana West
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Assessments - Tax Collector	\$ -	\$ 47,800	\$ 210,560	\$ 9,242	\$ 10,560	\$ 3,616	\$ 7,103	\$ 1,024	\$ 1,695	\$ 830	\$ -	\$ -	\$ 292,431
Interest	\$ 43	\$ 42	\$ 48	\$ 45	\$ 41	\$ 45	\$ 43	\$ 44	\$ 43	\$ 44	\$ 44	\$ -	\$ 481
Total Revenues	\$ 43	\$ 47,842	\$ 210,608	\$ 9,287	\$ 10,601	\$ 3,661	\$ 7,146	\$ 1,068	\$ 1,738	\$ 874	\$ 44	\$ -	\$ 292,912
Expenditures:													
General & Administrative:													
Supervisors Fees	\$ -	\$ 1,000	\$ -	\$ 1,000	\$ 800	\$ 1,000	\$ -	\$ -	\$ 1,000	\$ 800	\$ -	\$ -	\$ 5,600
FICA Expense	\$ -	\$ 77	\$ -	\$ 77	\$ 61	\$ 77	\$ -	\$ -	\$ 77	\$ 61	\$ -	\$ -	\$ 428
Engineering	\$ 480	\$ 320	\$ 165	\$ 1,650	\$ -	\$ 1,373	\$ -	\$ 990	\$ 165	\$ 750	\$ -	\$ -	\$ 5,893
Attorney	\$ 269	\$ -	\$ 270	\$ 3,600	\$ -	\$ 1,590	\$ -	\$ 2,100	\$ 888	\$ 2,250	\$ -	\$ -	\$ 10,967
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ 450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450
Dissemination	\$ 617	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 617	\$ 417	\$ 417	\$ 417	\$ 417	\$ -	\$ 4,983
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,310	\$ -	\$ -	\$ -	\$ 3,310
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,004	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,004
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Management Fees	\$ 3,863	\$ 3,863	\$ 3,863	\$ 3,863	\$ 3,863	\$ 3,863	\$ 3,863	\$ 3,863	\$ 3,863	\$ 3,863	\$ 3,863	\$ -	\$ 42,488
Information Technology	\$ 94	\$ 94	\$ 94	\$ 94	\$ 94	\$ 94	\$ 94	\$ 94	\$ 94	\$ 94	\$ 94	\$ -	\$ 1,031
Website Maintenance	\$ 63	\$ 63	\$ 63	\$ 63	\$ 63	\$ 63	\$ 63	\$ 63	\$ 63	\$ 63	\$ 63	\$ -	\$ 688
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 4	\$ 63	\$ 22	\$ 117	\$ 4	\$ 82	\$ 10	\$ 40	\$ 74	\$ 68	\$ 0	\$ -	\$ 485
Printing & Binding	\$ 11	\$ -	\$ 11	\$ -	\$ 137	\$ -	\$ 1	\$ -	\$ 4	\$ -	\$ 39	\$ -	\$ 203
Insurance	\$ 6,025	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,025
Legal Advertising	\$ -	\$ 584	\$ -	\$ -	\$ -	\$ 848	\$ -	\$ 699	\$ -	\$ 719	\$ -	\$ -	\$ 2,850
Other Current Charges	\$ 125	\$ 125	\$ 88	\$ 359	\$ 141	\$ 161	\$ 156	\$ 258	\$ 130	\$ 229	\$ 140	\$ -	\$ 1,912
Office Supplies	\$ 15	\$ 0	\$ 15	\$ 15	\$ 15	\$ 0	\$ 0	\$ 0	\$ 15	\$ 0	\$ 15	\$ -	\$ 92
Property Appraiser	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,099	\$ -	\$ 3,099
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total General & Administrative:	\$ 16,739	\$ 6,604	\$ 5,007	\$ 11,253	\$ 6,044	\$ 16,569	\$ 4,803	\$ 8,523	\$ 10,098	\$ 9,312	\$ 7,729	\$ -	\$ 102,683

Poinciana West
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<i>Operation and Maintenance</i>													
Field Services	\$ 858	\$ 858	\$ 858	\$ 858	\$ 858	\$ 858	\$ 858	\$ 858	\$ 858	\$ 858	\$ 858	\$ -	\$ 9,442
Landscape Maintenance	\$ 4,691	\$ 4,691	\$ 4,691	\$ 4,832	\$ 4,832	\$ 4,832	\$ 4,832	\$ 4,832	\$ 4,832	\$ 4,832	\$ 4,832	\$ -	\$ 52,729
Aquatic Control Maintenance	\$ 4,750	\$ 4,750	\$ 4,750	\$ 4,918	\$ 4,918	\$ 4,918	\$ 4,918	\$ 4,918	\$ 4,918	\$ 4,918	\$ 4,918	\$ -	\$ 53,591
Aquatic Midge Maintenance	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ -	\$ 22,908
R&M Plant Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Storm Structure Repairs	\$ 2,225	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,225
Contingency	\$ -	\$ -	\$ -	\$ -	\$ 720	\$ -	\$ -	\$ 3,640	\$ -	\$ -	\$ -	\$ -	\$ 4,360
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Operations & Maintenance:	\$ 14,607	\$ 12,382	\$ 12,382	\$ 12,690	\$ 13,410	\$ 12,690	\$ 12,690	\$ 16,330	\$ 12,690	\$ 12,690	\$ 12,690	\$ -	\$ 145,254
Total Expenditures	\$ 31,346	\$ 18,986	\$ 17,389	\$ 23,943	\$ 19,455	\$ 29,260	\$ 17,494	\$ 24,854	\$ 22,789	\$ 22,002	\$ 20,419	\$ -	\$ 247,937
Excess (Deficiency) of Revenues over Expenditures	\$ (31,303)	\$ 28,856	\$ 193,218	\$ (14,656)	\$ (8,853)	\$ (25,599)	\$ (10,347)	\$ (23,786)	\$ (21,051)	\$ (21,128)	\$ (20,375)	\$ -	\$ 44,975

Poinciana West
Community Development District
Special Assessment Receipts
Fiscal Year 2022

168/187

MAINTENANCE ASSESSMENTS

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

100.00%

Date	Distribution	Gross Assessments				Net Assessments		General Fund
		Received	Discounts/Penalties	Commissions Paid	Interest Income	Received		
11/18/21	ACH	\$559.71	(\$22.38)	(\$10.74)	\$0.00	\$526.59	\$526.59	
11/19/21	ACH	\$23,694.39	(\$947.42)	(\$454.94)	\$0.00	\$22,292.03	\$22,292.03	
11/24/21	ACH	\$4,590.40	(\$233.85)	(\$87.13)	\$0.00	\$4,269.42	\$4,269.42	
11/30/21	ACH	\$22,015.26	(\$880.28)	(\$422.70)	\$0.00	\$20,712.28	\$20,712.28	
12/14/21	ACH	\$75,187.71	(\$3,006.38)	(\$1,443.63)	\$0.00	\$70,737.70	\$70,737.70	
12/17/21	ACH	\$118,939.49	(\$4,753.44)	(\$2,283.72)	\$0.00	\$111,902.33	\$111,902.33	
12/31/21	ACH	\$29,627.91	(\$1,138.03)	(\$569.80)	\$0.00	\$27,920.08	\$27,920.08	
01/18/22	ACH	\$9,719.90	(\$289.39)	(\$188.61)	\$0.00	\$9,241.90	\$9,241.90	
02/18/22	ACH	\$11,055.47	(\$279.48)	(\$215.52)	\$0.00	\$10,560.47	\$10,560.47	
03/16/22	ACH	\$3,731.40	(\$41.12)	(\$73.81)	\$0.00	\$3,616.47	\$3,616.47	
04/19/22	ACH	\$7,253.77	(\$5.60)	(\$144.96)	\$0.00	\$7,103.21	\$7,103.21	
05/17/22	ACH	\$1,044.72	\$0.00	(\$20.90)	\$0.00	\$1,023.82	\$1,023.82	
06/14/22	ACH	\$1,729.53	\$0.00	(\$34.59)	\$0.00	\$1,694.94	\$1,694.94	
07/01/22	ACH	\$748.07	\$0.00	(\$14.96)	\$0.00	\$733.11	\$733.11	
07/18/22	ACH	\$98.66	\$0.00	(\$1.97)	\$0.00	\$96.69	\$96.69	
Total Collected		\$ 309,996.39	\$ (11,597.37)	\$ (5,967.98)	\$ -	\$ 292,431.04	\$ 292,431.04	
Percentage Collected							101%	

DEBT SERVICE ASSESSMENTS

Gross Assessments \$ 1,111,573.02
 Certified Net Assessments \$ 1,033,762.91

100%

Date	Distribution	Gross Assessments				Net Assessments		Debt Service Fund
		Received	Discounts/Penalties	Commissions Paid	Interest Income	Received		
11/18/21	ACH	\$2,059.74	(\$82.38)	(\$39.55)	\$0.00	\$1,937.81	\$1,937.81	
11/19/21	ACH	\$84,449.34	(\$3,377.61)	(\$1,621.43)	\$0.00	\$79,450.30	\$79,450.30	
11/24/21	ACH	\$16,892.83	(\$860.53)	(\$320.65)	\$0.00	\$15,711.65	\$15,711.65	
11/30/21	ACH	\$76,896.96	(\$3,075.55)	(\$1,476.43)	\$0.00	\$72,344.98	\$72,344.98	
12/14/21	ACH	\$267,079.62	(\$10,682.15)	(\$5,127.95)	\$0.00	\$251,269.52	\$251,269.52	
12/17/21	ACH	\$429,459.91	(\$17,167.85)	(\$8,245.84)	\$0.00	\$404,046.22	\$404,046.22	
12/31/21	ACH	\$106,971.40	(\$4,106.39)	(\$2,057.30)	\$0.00	\$100,807.71	\$100,807.71	
01/18/22	ACH	\$35,769.46	(\$1,064.44)	(\$694.10)	\$0.00	\$34,010.92	\$34,010.92	
02/18/22	ACH	\$39,311.10	(\$1,000.86)	(\$766.20)	\$0.00	\$37,544.04	\$37,544.04	
03/16/22	ACH	\$13,731.60	(\$151.10)	(\$271.61)	\$0.00	\$13,308.89	\$13,308.89	
04/19/22	ACH	\$26,007.39	\$0.00	(\$520.15)	\$0.00	\$25,487.24	\$25,487.24	
05/17/22	ACH	\$3,844.56	\$0.00	(\$76.89)	\$0.00	\$3,767.67	\$3,767.67	
06/14/22	ACH	\$6,364.61	\$0.00	(\$127.29)	\$0.00	\$6,237.32	\$6,237.32	
07/01/22	ACH	\$2,752.83	\$0.00	(\$55.06)	\$0.00	\$2,697.77	\$2,697.77	
07/18/22	ACH	\$363.07	\$0.00	(\$7.26)	\$0.00	\$355.81	\$355.81	
Total Collected		\$ 1,111,954.42	\$ (41,568.86)	\$ (21,407.71)	\$ -	\$ 1,048,977.85	\$ 1,048,977.85	
Percentage Collected							101%	

SECTION D

SECTION I

Poinciana West Community Development District



September 14, 2022
Clayton Smith - Field Services Manager
GMS

Landscaping and Pond Maintenance



- ✚ Reviewed all landscaping of CDD property. Overall quality has been up to standard despite weather conditions. Minimal damage to sod in dry ponds due to excessive rain.
- ✚ Reviewed all ponds and the overall quality meets expectations. Some ponds have seen an increase in algae blooms due to weather and are currently being addressed.



Conclusion

173/187

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 Monthly Treatment Report

Date between : 7/1/2022 and 7/31/2022

Customer Site ID	Treatment Date	Condition/Weeds Treated
4A	7/14/22	Clean
16A	7/13/22	Clean
1	7/19/22	Shoreline Grasses
2	7/28/22	Clean
3	7/14/22	Clean
4	7/14/22	Baby Tears
4	7/14/22	Duckweed
4	7/14/22	Filamentous
5	7/29/22	Clean
6	7/14/22	Filamentous
6	7/14/22	Hydrilla
6	7/14/22	Spike Rush
7	7/28/22	Filamentous
7	7/28/22	Hydrilla
8	7/28/22	Clean
9	7/28/22	Clean
10	7/28/22	Clean
11	7/28/22	Clean
12	7/28/22	Clean
13	7/13/22	Clean
15	7/19/22	Filamentous
15	7/19/22	Hydrilla
16	7/28/22	Clean
17	7/14/22	Filamentous
17	7/14/22	Hydrilla
18	7/14/22	Filamentous
18	7/14/22	Hydrilla
18	7/14/22	Naiad
20	7/28/22	Clean
21	7/28/22	Filamentous
21	7/28/22	Hydrilla
22	7/28/22	Clean



PW Monthly Treatment Report

Date between : 8/1/2022 and 8/31/2022

Customer Site ID	Treatment Date	Condition/Weeds Treated
4A	8/9/22	Clean
16A	8/9/22	Clean
1	8/9/22	Shoreline Grasses
2	8/9/22	Shoreline Grasses
3	8/9/22	Shoreline Grasses
4	8/30/22	Clean
5	8/23/22	Shoreline Grasses
6	8/9/22	Shoreline Grasses
7	8/16/22	Filamentous
7	8/16/22	Hydrilla
8	8/16/22	Clean
9	8/30/22	Clean
10	8/16/22	Filamentous
10	8/16/22	Hydrilla
11	8/9/22	Clean
12	8/16/22	Filamentous
12	8/16/22	Hydrilla
13	8/11/22	Shoreline Grasses
15	8/30/22	Clean
16	8/30/22	Clean
17	8/30/22	Clean
18	8/30/22	Clean
20	8/30/22	Clean
21	8/30/22	Filamentous
22	8/30/22	Clean



Run By: cchallacombe

PWCDD All Services By Customer

Page 1 of 1
Tuesday, August 2, 2022
3:57:43 PM

Poinciana West Community Dev. Dist. (P07800)

Filter Date between 07/01/2022 and 07/31/2022

Customer	Work Type	Service Item	Start Date	End Date	Used Quantity	Unit Of Measure
P07800 - Poinciana West Community Dev. Dist.	Comfort Pack	KIS2911 - Talstar BP Barrier	07/29/2022	07/29/2022	0.63	mi
P07800 - Poinciana West Community Dev. Dist.	Municipal Back Pack	KIS1768 - Nat G30 12 lbs per acre	07/22/2022	07/22/2022	4.12	acr
P07800 - Poinciana West Community Dev. Dist.	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV	07/07/2022	07/07/2022	2.30	mi
P07800 - Poinciana West Community Dev. Dist.	Night Truck	KIS2827 - Biomist 4+4 Truck ULV	07/11/2022	07/11/2022	2.60	mi
P07800 - Poinciana West Community Dev. Dist.	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV	07/14/2022	07/14/2022	2.50	mi
P07800 - Poinciana West Community Dev. Dist.	Night Truck	KIS2827 - Biomist 4+4 Truck ULV	07/18/2022	07/18/2022	2.20	mi
P07800 - Poinciana West Community Dev. Dist.	Night Truck	KIS2827 - Biomist 4+4 Truck ULV	07/25/2022	07/25/2022	2.20	mi
					11.80	



Run By: cchallacombe

PW All Services By Customer Summary

Page 1 of 1
Tuesday, September 6, 2022
3:23:42 PM

Poinciana West Community Dev. Dist. (P07800)

Filter Date between 08/01/2022 and 08/31/2022

Customer	Work Type	Service Item	Start Date	End Date	Used Quantity	Unit Of Measure
P07800 - Poinciana West Community Dev. Dist.	Comfort Pack	KIS2911 - Talstar BP Barrier	08/11/2022	08/11/2022	0.63	mi
P07800 - Poinciana West Community Dev. Dist.	Municipal Back Park	KIS1768 - Nat G30 12 lbs per acre	08/18/2022	08/18/2022	4.16	acr
P07800 - Poinciana West Community Dev. Dist.	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV	08/04/2022	08/04/2022	2.50	mi
P07800 - Poinciana West Community Dev. Dist.	Night Truck	KIS2827 - Biomist 4+4 Truck ULV	08/08/2022	08/08/2022	2.20	mi
P07800 - Poinciana West Community Dev. Dist.	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV	08/11/2022	08/11/2022	2.50	mi
P07800 - Poinciana West Community Dev. Dist.	Night Truck	KIS2827 - Biomist 4+4 Truck ULV	08/15/2022	08/15/2022	2.20	mi
P07800 - Poinciana West Community Dev. Dist.	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV	08/18/2022	08/18/2022	2.60	mi
P07800 - Poinciana West Community Dev. Dist.	Night Truck	KIS2827 - Biomist 4+4 Truck ULV	08/22/2022	08/22/2022	2.20	mi
P07800 - Poinciana West Community Dev. Dist.	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV	08/25/2022	08/25/2022	2.50	mi
P07800 - Poinciana West Community Dev. Dist.	Night Truck	KIS2827 - Biomist 4+4 Truck ULV	08/29/2022	08/29/2022	2.30	mi
					19.00	

SECTION 1



734 South Combee Road
Lakeland, FL 33801 179/187

863-668-0494 – Phone
863-668-0495 – Fax

www.floralawn.com

**Landscape Maintenance Addendum
Poinciana West Community Development District**

August 10, 2022

Poinciana West Community Development District (“Poinciana CDD”) and Floralawn2, LLC mutually desire to enter into this third extension in which Contractor will provide Services (as more specifically described in Agreement) of the original Agreement dated October 1, 2018, on the property known as Poinciana CDD for a one year term beginning October 1, 2022 (the “Fourth Extension”).

Price Increase: An annual price increase for Contractor’s Services, related directly to minimum wage increases for employees of Contractor, of three percent (1.5%) will be received by Contractor for the Fourth Extension, beginning with invoicing for Contractor’s Services completed during the month of October and each consecutive month thereafter of each of the stated year.

Defined Terms: Capitalized terms used herein and not otherwise defined herein shall have the meanings given to them in the original Landscape Service Agreement as further described above.

Contractor:
Floralawn2, LLC, a Florida limited liability company

Association:
Solivita Community Association, Inc.

Signature Date


Name: Rob Averitt
Title: President

Signature Date

Print Name

Its

On behalf of the Poinciana West Community
Development District

			
Exhibit A: Poinciana CDD October 2021 Price Increases	Current Annual Price as of September 2022 Annual Price	October 2022 Annual Price Increase	October 2022 Annual Price
Poinciana CDD	\$57,982.74	\$869.74	\$58,852.48

Contractor	Date	Association	Date
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SECTION 2

3036 Michigan Avenue
Kissimmee, FL 34744
407-944-0520 p
407-944-0709 f
www.clarke.com

August 8, 2022

Clayton Smith
GMS
135 W. Central Blvd.
Suite 320
Orlando, FL 32801

RE: PWCDD #088096

Dear Clayton,

It is truly our pleasure to provide the Poinciana West Community Development District pond management services. On behalf of the Clarke team, I would like to thank the District, GMS, and you for your continued business and trust.

I request that Clarke's current maintenance contract with PWCDD be renewed for an additional year with a fee increase of 1.5% for the fiscal year of October 1, 2022, through September 30, 2023. This increase brings the current monthly service costs from \$4,917.68 to \$4,991.45, an increase of \$73.77 monthly, totaling an annual increase of \$885.24. Therefore, the yearly cost of \$59,012.16 increases to \$59,897.40.

Thank you in advance for your consideration, as we look forward to serving PWCDD for years to come.

Sincerely,
Clarke Aquatic Services

Lori Clemence

Lori Clemence
Aquatic Consultant

SECTION 3

Clarke Environmental Mosquito Management, Inc.
2022-23 Midge Service Agreement | Poinciana West Community
Development District, 219 East Livingston Street, Orlando, FL 32801

Part I. General Service

- A. Computer System and Record Keeping Database
- B. Public Relations and Educational Brochures
- C. Midge Hotline Citizen Response – (800) 443-2034
- D. Comprehensive Insurance Coverage Poinciana West Community Development District
- E. Program Consulting and Quality Control Staff
- F. Monthly Operational Reports, Periodic Advisories, and Annual Report
- G. Regulatory compliance on local, state, and federal levels

Part II. Larval Midge Control

- A. Prescription Larval Control will be performed with Natular G30 or other granular larvicide as described in the following sections.
 - 1. Larval Control: The program provides for backpack pre-hatch treatments of Ponds P-5, P-6, P8, and P9 as needed up to 21 acres. Larval treatments scheduled as needed to maximize effectiveness of aquatic midge control services.

Part III. Adult Midge Control

- A. Adulthooding in mosquito harborage areas:
 - 1. At least forty (40) scheduled truck and ATV Ultra Low Volume (ULV) treatments of up to 3 miles, of any Poinciana West CDD ponds as needed, with a synthetic pyrethroid insecticide to maximize effectiveness of aquatic midge control services.
 - 2. Up to 10 backpack barrier treatments as needed to reduce re-infestation using a pyrethroid insecticide for residual control of adult mosquitoes.
- B. Adulthooding Operational Procedures
 - 1. Notification of community contact.
 - 2. Weather limit monitoring and compliance.
 - 3. ULV particle size evaluation.
 - 4. Insecticide dosage and quality control analysis.

EMM Payment Total Cost for Parts I, II, III

\$25,739.66

Clarke Environmental Mosquito Management, Inc.
2022-23 Midge Service Agreement | Poinciana West Community
Development District, 219 East Livingston Street, Orlando, FL 32801

I. **Program Payment Plan:** For Parts I, II, III as specified in the 2022-23 Professional Services Cost Outline, the total for the program is \$25,739.66. The payments will be due on according to the payment schedule below. Any additional treatments beyond the core program will be invoiced when the treatment is completed.

II.

PROGRAM PAYMENT PLAN

Month	2022-23
October	\$2,144.97
November	\$2,144.97
December	\$2,144.97
January	\$2,144.97
February	\$2,144.97
March	\$2,144.97
April	\$2,144.97
May	\$2,144.97
June	\$2,144.97
July	\$2,144.97
August	\$2,144.97
September	\$2,144.99
TOTAL	\$25,739.66

III. **Approved Contract Period and Agreement**

Please check one of the following contract periods:

2022-23 Season

For Poinciana West Community Development District:

Sign Name: _____ Title: _____ Date: _____

For Clarke Environmental Mosquito Management, Inc.:

Name: _____ Title: Control Consultant Date: _____
Cherrief Jackson

SECTION II

Customer Complaint Log Poinciana West CDD

Date	Resident	Address	Pond	Complaint	Assigned To	Resolution	Resolved
7/20/22	Thomas Lois	934 Shorehaven Dr	D7	Midges	Clayton	Treated	7/28/22
7/25/22	Jim Shiner	935 Ladera Ranch Rd	15	Midges	Clayton	Treated	7/28/22
7/29/22	Ann Frye	654 Irvine Ranch Rd	20	Algae	Clayton	Treated	7/27/22
8/1/22	Bonnie Lyon	793 Grand Canal Dr	A1213	Algae	Clayton	Treatment Plan in place	8/2/22
8/4/22	Jim Shiner	935 Ladera Ranch Rd	15	Midges	Clayton	Treated	8/6/22
8/4/22	Bill Schwab	436 Monterey St	2	Pond weeds	Clayton	Treated	8/9/22
9/1/22	Jim Scheiner	935 Ladera Ranch Rd	15	Midges	Clayton	Treated	9/2/22