

**WESTVIEW SOUTH
COMMUNITY DEVELOPMENT
DISTRICT**

May 8, 2024

**BOARD OF SUPERVISORS
REGULAR
MEETING AGENDA**

WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

Westview South Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

May 1, 2024

Board of Supervisors
Westview South Community Development District

Dear Board Members:

The Board of Supervisors of the Westview South Community Development District will hold a Regular Meeting on May 8, 2024 at 2:00 p.m., or as soon thereafter as the matter may be heard, at the Hampton Inn & Suites Orlando South Lake Buena Vista, 4971 Calypso Cay Way, Kissimmee, Florida 34746. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2024-03, Relating to the Amendment of the Annual Budget for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023; and Providing for an Effective Date
4. Consideration of Resolution 2024-04, Approving a Proposed Budget for Fiscal Year 2024/2025 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
5. Consideration of Resolution 2024-05, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025 and Providing for an Effective Date
6. Status Updates
 - A. Tract OS-1, OS-6, OS-15 Maintenance Carve Out
 - B. Lighting Agreement from Duke Energy
7. Ratification Items
 - A. Atwell, LLC Agreement for Engineering Services
 - B. Disclosure Technology Services, LLC EMMA® Filing Assistance Software as a Service License Agreement

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

NOTE: Meeting Time

- C. Ferguson Waterworks Change Orders [POD B Spine Road]
 - I. No. 5 Sample Point Materials
 - II. No. 6 Scope Gap TWA #220047
 - III. No. 7 Scope Gap TWA #220047/Additional Incidental Items
 - IV. No. 8 Sample Point Material for Watermark and KOA/Offsite Configuration for Reclaim
 - D. Fortiline Waterworks Change Orders [POD B Spine Road - N2A2B]
 - I. No. 5 Cul-de-sac Service & Blowoff/Additional Incidental Materials Items
 - II. No. 6 Updated Fitting Calculation
 - III. No. 7 Water and Reclaim Services Omitted from Original PO
 - IV. No. 9 Pipe Offset for Fire Hydrant/PVC Wye and Plug/Accessories
 - V. No. 10 Material Waste/Overage/Incidental Additional Material Items
 - E. Jr. Davis Construction Company, Inc. Change Orders [Pod B]
 - I. No. 5 Sleeves, Balance of Project
 - II. No. 6 Electrical Sleeve Crossing
 - III. No. 7 Irrigation Sleeves, Based on September 20, 2023 Designs
 - IV. No. 8 Storm Changes
 - V. No. 9 Added Handrail
 - VI. No. 10 Storm Changes
 - VII. No. 11 Storm Changes
 - F. Mack Concrete Industries, Inc. Change Order No. 5 [POD B Spine Road, Field Damaged Replacement]
 - G. Hydro Conduit, LLC d/b/a Rinker Materials Change Order No. 2 POD B Spine Road Plan Revisions – Additional Material/Reduction of Material]
 - H. Trugrit Roofing, LLC Agreement for Services [Hog Trapping]
8. Consideration of Resolution 2024-06, Ratifying the Actions of the District Manager in Redesignating the Time and Location for Landowners' Meeting; Providing for Publication, Providing for an Effective Date
9. Acceptance of Unaudited Financial Statements as of March 31, 2024

10. Approval of January 10, 2024 Regular Meeting Minutes

11. Staff Reports

- A. District Counsel: *Kutak Rock, LLP*
- B. District Engineer: *Atwell, LLC*
- C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - Status Report - Field Operations
 - Registered Voters in District as of April 15, 2024
 - Osceola County: 0
 - Polk County: 11
 - NEXT MEETING DATE: June 12, 2024 at 2:00 PM
 - QUORUM CHECK

SEAT 1	PATRICK "ROB" BONIN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	HEATHER ISAACS	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	JOSH KALIN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	LOGAN LANTRIP	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	NORA SCHUSTER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

12. Board Members' Comments/Requests

13. Public Comments

14. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294 or Andrew Kantarzhi at (415) 516-2161.

Sincerely,

Cindy Carbone

Cindy Carbone
 District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 867 327 4756

WESTVIEW SOUTH

COMMUNITY DEVELOPMENT DISTRICT

3

RESOLUTION 2024-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT RELATING TO THE AMENDMENT OF THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on February 8, 2023, the Board of Supervisors (“Board”) of the Westview South Community Development District (“District”), adopted a Budget for Fiscal Year 2022/2023; and

WHEREAS, the Board desires to amend the previously adopted budget for Fiscal Year 2022/2023.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT:

Section 1. The Fiscal Year 2022/2023 Budget is hereby amended in accordance with Exhibit “A” attached hereto; and

Section 2. This resolution shall become effective immediately upon its adoption, and be reflected in the monthly and Fiscal Year End September 30, 2023 Financial Statements and Audit Report of the District.

PASSED AND ADOPTED this 8th day of May, 2023.

ATTEST:

**WESTVIEW SOUTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

**WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT
AMENDED BUDGET
FISCAL YEAR 2023
EFFECTIVE NOVEMBER 30, 2023**

**WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT
AMENDED BUDGET
FISCAL YEAR 2023
EFFECTIVE NOVEMBER 30, 2023**

	FY 2023 Actual	Adopted Budget	Budget to Actual Variance	Proposed amendment Increase/ (Decrease)	FY 2023 Amended Budget
REVENUES					
Landowner contribution	\$ 51,107	\$ 75,515	\$ 24,408	\$ 23,671	\$ 99,186
Total revenues	<u>51,107</u>	<u>75,515</u>	<u>24,408</u>	<u>23,671</u>	<u>99,186</u>
EXPENDITURES					
Professional & administrative					
Supervisors	1,292	-	(1,292)	1,292	1,292
Management/accounting/recording	26,000	32,000	6,000	(6,000)	26,000
Legal	22,903	25,000	2,097	(2,097)	22,903
Engineering	-	2,000	2,000	(2,000)	-
Dissemination agent	500	500	-	-	500
Telephone	167	200	33	(33)	167
Postage	10	500	490	(490)	10
Printing & binding	472	500	28	(28)	472
Legal advertising	39,160	6,500	(32,660)	32,660	39,160
Annual special district fee	-	175	175	(175)	-
Insurance	931	5,500	4,569	(4,569)	931
Contingencies	382	750	368	6,132	6,882
Meeting Room Rental	659	-	(659)	659	659
Website hosting & maintenance	-	1,680	1,680	(1,680)	-
Website ADA compliance	210	210	-	-	210
Total expenditures	<u>\$92,686</u>	<u>75,515</u>	<u>(17,171)</u>	<u>23,671</u>	<u>99,186</u>
Excess/(deficiency) of revenues over/(under) expenditures	(41,579)	-	41,579	-	-
Fund balances - beginning	-	-	-	-	-
Fund balances - ending	<u>\$ (41,579)</u>	<u>\$ -</u>	<u>\$ 41,579</u>	<u>\$ -</u>	<u>\$ -</u>

WESTVIEW SOUTH

COMMUNITY DEVELOPMENT DISTRICT

4

RESOLUTION 2024-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2024/2025 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the District Manager has prepared and submitted to the Board of Supervisors (“**Board**”) of the Westview South Community Development District (“**District**”) prior to June 15, 2024, a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2024 and ending September 30, 2025 (“**Fiscal Year 2024/2025**”); and

WHEREAS, the Board has considered the proposed budget and desires to set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT:

1. APPROVING PROPOSED BUDGET. The operating budget proposed by the District Manager for Fiscal Year 2024/2025, attached hereto as **Exhibit A**, is hereby approved as the basis for conducting a public hearing to adopt said budget.

2. SETTING HEARING. The public hearing on the approved budgets is hereby declared and set for the following date, hour and location:

DATE: _____

HOUR: 2:00 p.m.

LOCATION: Hampton Inn & Suites Orlando South Lake Buena Vista
4971 Calypso Cay Way
Kissimmee, Florida, 34746

3. TRANSMITTAL OF PROPOSED BUDGETS TO LOCAL GENERAL PURPOSE GOVERNMENTS. The District Manager is hereby directed to submit copy of the proposed budget to the local general purpose unit(s) of government at least sixty (60) days prior to the hearing set above.

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

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

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

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

PASSED AND ADOPTED this 8th day of May, 2024.

ATTEST:

**WESTVIEW SOUTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2024/2025 Budget

Exhibit A

Fiscal Year 2024/2025 Budget

**WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT
PORPOSED BUDGET
FISCAL YEAR 2025**

**WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT
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**WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed Budget FY 2025
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	
REVENUES					
Assessment levy: off-roll	\$ -	\$ -	\$ -	\$ -	\$ 561,854
Landowner contribution	274,204	111,932	223,307	335,239	-
Total revenues	<u>274,204</u>	<u>111,932</u>	<u>223,307</u>	<u>335,239</u>	<u>561,854</u>
EXPENDITURES					
Professional & administrative					
Supervisors	3,014	1,292	1,292	2,584	3,014
Management/accounting/recording	48,000	24,000	24,000	48,000	48,000
Legal	25,000	10,510	14,490	25,000	25,000
Engineering	2,000	-	2,000	2,000	2,000
Audit	6,000	-	7,400	7,400	7,400
Arbitrage rebate calculation	3,000	-	3,000	3,000	1,500
Dissemination agent- 2023 AA1	4,000	1,000	-	1,000	1,000
Dissemination agent - 2023 AA2	-	-	1,000	1,000	1,000
Emma software service	-	-	-	-	3,000
Trustee	11,000	-	11,000	11,000	16,500
DSF accounting - 2023 AA2	11,000	-	5,500	5,500	5,500
DSF accounting - 2025	-	-	-	-	5,500
Telephone	200	100	100	200	200
Postage	500	67	433	500	500
Printing & binding	500	250	250	500	500
Legal advertising	6,500	1,086	5,414	6,500	6,500
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,000	-	5,000	5,500
Meeting room	1,400	243	600	843	1,400
Contingencies/bank charges	500	8	492	500	500
Website hosting & maintenance	705	1,680	-	1,680	705
Website ADA compliance	210	210	-	210	210
Total professional & administrative	<u>129,204</u>	<u>45,621</u>	<u>76,971</u>	<u>122,592</u>	<u>135,604</u>

**WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024			Total Actual & Projected	Proposed Budget FY 2025
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024		
Field operations					
Field operations management	-	-	-	-	7,500
Field operations accounting	-	-	-	-	4,000
Environmental services	145,000	11,400	133,600	145,000	75,000
Irrigation maintenance/repair	-	-	-	-	10,000
Plants, shrubs & mulch	-	-	-	-	10,000
Annuals	-	-	-	-	15,000
Tree trimming	-	-	-	-	6,000
Property insurance	-	-	-	-	10,000
Pond maintenance	-	2,500	-	2,500	35,000
Landscape maintenance	-	3,600	-	3,600	150,000
Irrigation pump maintenance	-	-	-	-	10,000
Dog waste stations	-	-	-	-	6,000
Backflow prevention test	-	-	-	-	750
Signage maintenance	-	-	-	-	5,000
Pressure washing	-	-	-	-	3,000
Holiday decorations	-	-	-	-	6,000
Street lighting agreement	-	-	-	-	40,000
Contingencies	-	-	-	-	25,000
Electric:					
Irrigation	-	-	-	-	6,000
Entrance signs	-	-	-	-	2,000
Total field operations	145,000	17,500	133,600	151,100	426,250
Total expenditures	274,204	63,121	210,571	273,692	561,854
Excess/(deficiency) of revenues over/(under) expenditures	-	48,811	12,736	61,547	-
Fund balance - beginning (unaudited)	-	(61,547)	(12,736)	(61,547)	-
Fund balance - ending	\$ -	\$ (12,736)	\$ -	\$ -	\$ -

**WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Supervisors	\$ 3,014
Statutorily set at \$200 for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year.	
Management/accounting/recording	48,000
Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.	
Legal	25,000
General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	
Engineering	2,000
The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Audit	7,400
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Arbitrage rebate calculation	1,500
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent- 2023 AA1	1,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.	
Dissemination agent - 2023 AA2	1,000
Emma software service	3,000
Trustee	16,500
Annual fee for the service provided by trustee, paying agent and registrar.	
DSF accounting - 2023 AA2	5,500
Applicable for second and subsequent series of bonds.	
DSF accounting - 2025	5,500
Telephone	200
Telephone and fax machine.	
Postage	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Printing & binding	500
Letterhead, envelopes, copies, agenda packages	
Legal advertising	6,500
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance	5,500
The District will obtain public officials and general liability insurance.	
Meeting room	1,400
Contingencies/bank charges	500
Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.	
Website hosting & maintenance	705
Website ADA compliance	210

**WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

Field operations

Field operations management	7,500
Field operations accounting	4,000
Environmental services	75,000
Irrigation maintenance/repair	10,000
Plants, shrubs & mulch	10,000
Annuals	15,000
Tree trimming	6,000
Property insurance	10,000
Pond maintenance	35,000
Landscape maintenance	150,000
Irrigation pump maintenance	10,000
Dog waste stations	6,000
Backflow prevention test	750
Signage maintenance	5,000
Pressure washing	3,000
Holiday decorations	6,000
Street lighting agreement	40,000
Contingencies	25,000
Electric:	
Irrigation	6,000
Entrance signs	2,000
Total expenditures	<u><u>\$ 561,854</u></u>

**WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2023A-1
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed Budget FY 2025
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	
REVENUES					
Special assessment: off-roll	\$ 3,167,739	\$ -	\$ 3,167,739	\$ 3,167,739	\$ 3,167,739
Assessment prepayments	-	2,768,421	-	2,768,421	-
Interest	-	125,908	-	125,908	-
Total revenues	<u>3,167,739</u>	<u>2,894,329</u>	<u>3,167,739</u>	<u>6,062,068</u>	<u>3,167,739</u>
EXPENDITURES					
Debt service					
Principal	600,000	-	600,000	600,000	630,000
Principal prepayment	1,550,000	3,155,000	-	3,155,000	1,410,000
Interest	1,943,702	699,524	1,244,178	1,943,702	2,505,604
Costs of issuance	-	40,925	-	40,925	-
Total expenditures	<u>4,093,702</u>	<u>3,895,449</u>	<u>1,844,178</u>	<u>5,739,627</u>	<u>4,545,604</u>
Excess/(deficiency) of revenues over/(under) expenditures	(925,963)	(1,001,120)	1,323,561	322,441	(1,377,865)
OTHER FINANCING SOURCES/(USES)					
Transfer in	-	4,798	-	4,798	-
Total other financing sources/(uses)	<u>-</u>	<u>4,798</u>	<u>-</u>	<u>4,798</u>	<u>-</u>
Fund balance:					
Net increase/(decrease) in fund balance	(925,963)	(996,322)	1,323,561	327,239	(1,377,865)
Beginning fund balance (unaudited)	5,502,796	5,562,615	4,566,293	5,562,615	5,889,854
Ending fund balance (projected)	<u>\$ 4,576,833</u>	<u>\$ 4,566,293</u>	<u>\$5,889,854</u>	<u>\$ 5,889,854</u>	<u>4,511,989</u>
Use of fund balance:					
Debt service reserve account balance (required)					(3,273,647)
Interest expense - November 1, 2025					(1,237,446)
Projected fund balance surplus/(deficit) as of September 30, 2025					<u>\$ 896</u>

**WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2023A-1 AMORTIZATION SCHEDULE**

Date	Principal	Prepayment	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/24	-			1,252,801.88	1,252,801.88	45,850,000.00
05/01/25	630,000.00		4.875%	1,252,801.88	1,882,801.88	45,220,000.00
11/01/25	-			1,237,445.63	1,237,445.63	45,220,000.00
05/01/26	660,000.00		4.875%	1,237,445.63	1,897,445.63	44,560,000.00
11/01/26	-			1,221,358.13	1,221,358.13	44,560,000.00
05/01/27	690,000.00		4.875%	1,221,358.13	1,911,358.13	43,870,000.00
11/01/27	-			1,204,539.38	1,204,539.38	43,870,000.00
05/01/28	760,000.00		4.875%	1,204,539.38	1,964,539.38	43,110,000.00
11/01/28	-			1,186,014.38	1,186,014.38	43,110,000.00
05/01/29	835,000.00		5.375%	1,186,014.38	2,021,014.38	42,275,000.00
11/01/29	-			1,163,573.75	1,163,573.75	42,275,000.00
05/01/30	880,000.00		5.375%	1,163,573.75	2,043,573.75	41,395,000.00
11/01/30	-			1,139,923.75	1,139,923.75	41,395,000.00
05/01/31	930,000.00		5.375%	1,139,923.75	2,069,923.75	40,465,000.00
11/01/31	-			1,114,930.00	1,114,930.00	40,465,000.00
05/01/32	980,000.00		5.375%	1,114,930.00	2,094,930.00	39,485,000.00
11/01/32	-			1,088,592.50	1,088,592.50	39,485,000.00
05/01/33	1,035,000.00		5.375%	1,088,592.50	2,123,592.50	38,450,000.00
11/01/33	-			1,060,776.88	1,060,776.88	38,450,000.00
05/01/34	1,090,000.00		5.375%	1,060,776.88	2,150,776.88	37,360,000.00
11/01/34	-			1,031,483.13	1,031,483.13	37,360,000.00
05/01/35	1,150,000.00		5.375%	1,031,483.13	2,181,483.13	36,210,000.00
11/01/35	-			1,000,576.88	1,000,576.88	36,210,000.00
05/01/36	1,215,000.00		5.375%	1,000,576.88	2,215,576.88	34,995,000.00
11/01/36	-			967,923.75	967,923.75	34,995,000.00
05/01/37	1,280,000.00		5.375%	967,923.75	2,247,923.75	33,715,000.00
11/01/37	-			933,523.75	933,523.75	33,715,000.00
05/01/38	1,355,000.00		5.375%	933,523.75	2,288,523.75	32,360,000.00
11/01/38	-			897,108.13	897,108.13	32,360,000.00
05/01/39	1,430,000.00		5.375%	897,108.13	2,327,108.13	30,930,000.00
11/01/39	-			858,676.88	858,676.88	30,930,000.00
05/01/40	1,505,000.00		5.375%	858,676.88	2,363,676.88	29,425,000.00
11/01/40	-			818,230.00	818,230.00	29,425,000.00
05/01/41	1,590,000.00		5.375%	818,230.00	2,408,230.00	27,835,000.00
11/01/41	-			775,498.75	775,498.75	27,835,000.00
05/01/42	1,680,000.00		5.375%	775,498.75	2,455,498.75	26,155,000.00
11/01/42	-			730,348.75	730,348.75	26,155,000.00
05/01/43	1,770,000.00		5.375%	730,348.75	2,500,348.75	24,385,000.00
11/01/43	-			682,780.00	682,780.00	24,385,000.00
05/01/44	1,870,000.00		5.600%	682,780.00	2,552,780.00	22,515,000.00
11/01/44	-			630,420.00	630,420.00	22,515,000.00
05/01/45	1,980,000.00		5.600%	630,420.00	2,610,420.00	20,535,000.00
11/01/45	-			574,980.00	574,980.00	20,535,000.00
05/01/46	2,090,000.00		5.600%	574,980.00	2,664,980.00	18,445,000.00
11/01/46	-			516,460.00	516,460.00	18,445,000.00
05/01/47	2,215,000.00		5.600%	516,460.00	2,731,460.00	16,230,000.00
11/01/47	-			454,440.00	454,440.00	16,230,000.00

**WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2023A-1 AMORTIZATION SCHEDULE**

Date	Principal	Prepayment	Coupon Rate	Interest	Debt Service	Bond Balance
05/01/48	2,340,000.00		5.600%	454,440.00	2,794,440.00	13,890,000.00
11/01/48	-			388,920.00	388,920.00	13,890,000.00
05/01/49	2,475,000.00		5.600%	388,920.00	2,863,920.00	11,415,000.00
11/01/49	-			319,620.00	319,620.00	11,415,000.00
05/01/50	2,620,000.00		5.600%	319,620.00	2,939,620.00	8,795,000.00
11/01/50	-			246,260.00	246,260.00	8,795,000.00
05/01/51	2,770,000.00		5.600%	246,260.00	3,016,260.00	6,025,000.00
11/01/51	-			168,700.00	168,700.00	6,025,000.00
05/01/52	2,930,000.00		5.600%	168,700.00	3,098,700.00	3,095,000.00
11/01/52	-			86,660.00	86,660.00	3,095,000.00
05/01/53	3,095,000.00		5.600%	86,660.00	3,181,660.00	-
Total	45,850,000.00			47,505,132.50	93,355,132.50	

**WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2023A-2
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed Budget FY 2025
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	
REVENUES					
Special assessment: off-roll	\$ 598,469	\$ 16,454	\$ 582,015	\$ 598,469	\$ 598,469
Total revenues	<u>598,469</u>	<u>16,454</u>	<u>582,015</u>	<u>598,469</u>	<u>598,469</u>
EXPENDITURES					
Debt service					
Principal	120,000	-	120,000	120,000	130,000
Interest	361,701	123,217	238,484	361,701	471,269
Costs of issuance	-	30,925	-	30,925	-
Total expenditures	<u>481,701</u>	<u>154,142</u>	<u>358,484</u>	<u>512,626</u>	<u>601,269</u>
Excess/(deficiency) of revenues over/(under) expenditures	116,768	(137,688)	223,531	85,843	(2,800)
OTHER FINANCING SOURCES/(USES)					
Transfer out	-	(554)	-	(554)	-
Total other financing sources/(uses)	<u>-</u>	<u>(554)</u>	<u>-</u>	<u>(554)</u>	<u>-</u>
Fund balance:					
Net increase/(decrease) in fund balance	116,768	(138,242)	223,531	85,289	(2,800)
Beginning fund balance (unaudited)	721,685	756,169	617,927	756,169	841,458
Ending fund balance (projected)	<u>\$ 838,453</u>	<u>\$ 617,927</u>	<u>\$ 841,458</u>	<u>\$ 841,458</u>	<u>838,658</u>
Use of fund balance:					
Debt service reserve account balance (required)					(598,469)
Interest expense - November 1, 2025					(232,547)
Projected fund balance surplus/(deficit) as of September 30, 2025					<u>\$ 7,642</u>

**WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2023A-2 AMORTIZATION SCHEDULE**

Date	Principal	Prepayment	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/24				235,634.38	235,634.38	8,620,000.00
05/01/25	130,000.00		4.750%	235,634.38	365,634.38	8,490,000.00
11/01/25				232,546.88	232,546.88	8,490,000.00
05/01/26	135,000.00		4.750%	232,546.88	367,546.88	8,355,000.00
11/01/26				229,340.63	229,340.63	8,355,000.00
05/01/27	140,000.00		4.750%	229,340.63	369,340.63	8,215,000.00
11/01/27				226,015.63	226,015.63	8,215,000.00
05/01/28	150,000.00		4.750%	226,015.63	376,015.63	8,065,000.00
11/01/28				222,453.13	222,453.13	8,065,000.00
05/01/29	155,000.00		5.375%	222,453.13	377,453.13	7,910,000.00
11/01/29				218,287.50	218,287.50	7,910,000.00
05/01/30	165,000.00		5.375%	218,287.50	383,287.50	7,745,000.00
11/01/30				213,853.13	213,853.13	7,745,000.00
05/01/31	175,000.00		5.375%	213,853.13	388,853.13	7,570,000.00
11/01/31				209,150.00	209,150.00	7,570,000.00
05/01/32	185,000.00		5.375%	209,150.00	394,150.00	7,385,000.00
11/01/32				204,178.13	204,178.13	7,385,000.00
05/01/33	195,000.00		5.375%	204,178.13	399,178.13	7,190,000.00
11/01/33				198,937.50	198,937.50	7,190,000.00
05/01/34	205,000.00		5.375%	198,937.50	403,937.50	6,985,000.00
11/01/34				193,428.13	193,428.13	6,985,000.00
05/01/35	215,000.00		5.375%	193,428.13	408,428.13	6,770,000.00
11/01/35				187,650.00	187,650.00	6,770,000.00
05/01/36	225,000.00		5.375%	187,650.00	412,650.00	6,545,000.00
11/01/36				181,603.13	181,603.13	6,545,000.00
05/01/37	240,000.00		5.375%	181,603.13	421,603.13	6,305,000.00
11/01/37				175,153.13	175,153.13	6,305,000.00
05/01/38	255,000.00		5.375%	175,153.13	430,153.13	6,050,000.00
11/01/38				168,300.00	168,300.00	6,050,000.00
05/01/39	265,000.00		5.375%	168,300.00	433,300.00	5,785,000.00
11/01/39				161,178.13	161,178.13	5,785,000.00
05/01/40	280,000.00		5.375%	161,178.13	441,178.13	5,505,000.00
11/01/40				153,653.13	153,653.13	5,505,000.00
05/01/41	295,000.00		5.375%	153,653.13	448,653.13	5,210,000.00
11/01/41				145,725.00	145,725.00	5,210,000.00
05/01/42	315,000.00		5.375%	145,725.00	460,725.00	4,895,000.00
11/01/42				137,259.38	137,259.38	4,895,000.00
05/01/43	330,000.00		5.375%	137,259.38	467,259.38	4,565,000.00
11/01/43				128,390.63	128,390.63	4,565,000.00
05/01/44	350,000.00		5.625%	128,390.63	478,390.63	4,215,000.00
11/01/44				118,546.88	118,546.88	4,215,000.00
05/01/45	370,000.00		5.625%	118,546.88	488,546.88	3,845,000.00
11/01/45				108,140.63	108,140.63	3,845,000.00
05/01/46	390,000.00		5.625%	108,140.63	498,140.63	3,455,000.00
11/01/46				97,171.88	97,171.88	3,455,000.00
05/01/47	415,000.00		5.625%	97,171.88	512,171.88	3,040,000.00
11/01/47				85,500.00	85,500.00	3,040,000.00

**WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2023A-2 AMORTIZATION SCHEDULE**

Date	Principal	Prepayment	Coupon Rate	Interest	Debt Service	Bond Balance
05/01/48	435,000.00		5.625%	85,500.00	520,500.00	2,605,000.00
11/01/48				73,265.63	73,265.63	2,605,000.00
05/01/49	465,000.00		5.625%	73,265.63	538,265.63	2,140,000.00
11/01/49				60,187.50	60,187.50	2,140,000.00
05/01/50	490,000.00		5.625%	60,187.50	550,187.50	1,650,000.00
11/01/50				46,406.25	46,406.25	1,650,000.00
05/01/51	520,000.00		5.625%	46,406.25	566,406.25	1,130,000.00
11/01/51				31,781.25	31,781.25	1,130,000.00
05/01/52	550,000.00		5.625%	31,781.25	581,781.25	580,000.00
11/01/52				16,312.50	16,312.50	580,000.00
05/01/53	580,000.00		5.625%	16,312.50	596,312.50	-
Total	8,620,000.00			8,920,100.00	17,540,100.00	

**WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2025 ASSESSMENTS**

Assessment Area One 2023 Project - Off-Roll Assessments

Product/Parcel	Units	FY 2025			FY 2024
		O&M Assessment per Unit	DS Assessment per Unit	Total Assessment per Unit	Total Assessment per Unit
Townhome - 16'	130	\$ 89.12	\$ 1,655.85	\$ 1,744.98	\$ 1,655.85
Townhome - 20'	102	111.41	2,082.45	2,193.85	2,082.45
TH - 16' Prepaid	46	89.12	464.01	553.13	464.01
TH - 20' Prepaid	34	111.41	580.01	691.42	580.01
Townhome - 22'	80	122.55	2,290.69	2,413.24	2,290.69
Villa - 32'	72	178.25	1,903.95	2,082.20	1,903.95
SF 40' - Entry	23	222.81	2,379.94	2,602.75	2,379.94
SF 45' - Entry	92	251.78	2,677.43	2,929.21	2,677.43
SF 50' - Entry	146	278.51	2,976.79	3,255.31	2,976.79
SF 40' - FMU	19	222.81	2,379.94	2,602.75	2,379.94
SF 45' - FMU	131	251.78	2,677.43	2,929.21	2,677.43
SF 50' - FMU	124	278.51	2,974.92	3,253.44	2,974.92
SF 45' - AA	119	251.78	2,677.43	2,929.21	2,677.43
SF 52' - AA	126	289.65	3,093.92	3,383.57	3,093.92
SF 62' - AA	46	345.36	3,688.90	4,034.26	3,688.90
Total	1,290				

Assessment Area Two - Off-Roll Assessments

Product/Parcel	Units	FY 2025			FY 2024
		O&M Assessment per Unit	DS Assessment per Unit	Total Assessment per Unit	Total Assessment per Unit
SF 40' - Entry	41	\$ 222.81	\$ 1,159.82	\$ 1,382.63	\$ 1,159.82
SF 45' - Entry	180	251.78	1,304.80	1,556.58	1,304.80
SF 50' - Entry	218	278.51	1,449.78	1,728.29	1,449.78
Total	439				

**WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2025 ASSESSMENTS**

Future Assessment Areas - Off-Roll Assessments					
					FY 2024
<u>Product/Parcel</u>	<u>Units</u>	<u>FY 2025 O&M Assessment per Unit</u>	<u>FY 2025 DS Assessment per Unit</u>	<u>FY 2025 Total Assessment per Unit</u>	<u>Total Assessment per Unit</u>
Townhome - 16'	82	\$ 89.12	\$ -	\$ 89.12	n/a
Townhome - 20'	-	111.41	-	111.41	n/a
Townhome - 22'	123	122.55	-	122.55	n/a
Villa - 32'	40	178.25	-	178.25	n/a
SF 40'	29	222.81	-	222.81	n/a
SF 45'	235	251.78	-	251.78	n/a
SF 50'	119	278.51	-	278.51	n/a
SF 52'	79	289.65	-	289.65	n/a
SF 62'	55	345.36	-	345.36	n/a
Total	762				

WESTVIEW SOUTH

COMMUNITY DEVELOPMENT DISTRICT

5

RESOLUTION 2024-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2024/2025 AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located.

WHEREAS, the Board desires to adopt the Fiscal Year 2024/2025 meeting schedule attached as **Exhibit A**.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT:

1. **ADOPTING FISCAL YEAR 2024/2025 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2024/2025 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

2. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 8th day of May, 2024.

ATTEST:

**WESTVIEW SOUTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>Hampton Inn & Suites Orlando South Lake Buena Vista 4971 Calypso Cay Way, Kissimmee, Florida 34746 ¹Johnston's Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee, Florida 34744</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 9, 2024	Regular Meeting	2:00 PM*
November 5, 2024¹	Landowners' Meeting	1:00 PM
November 13, 2024	Regular Meeting	2:00 PM*
December 11, 2024	Regular Meeting	2:00 PM*
January 8, 2025	Regular Meeting	2:00 PM*
February 12, 2025	Regular Meeting	2:00 PM*
March 12, 2025	Regular Meeting	2:00 PM*
April 9, 2025	Regular Meeting	2:00 PM*
May 14, 2025	Regular Meeting	2:00 PM*
June 11, 2025	Regular Meeting	2:00 PM*
July 9, 2025	Regular Meeting	2:00 PM*
August 13, 2025	Regular Meeting	2:00 PM*
September 10, 2025	Regular Meeting	2:00 PM*
<i>*Meetings will commence at the later of 2:00 PM, or conclusion of Center Lake Ranch West CDD Meetings, scheduled to commence at 1:30 PM</i>		

WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT

7A

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 8th day of JANUARY 2023, by and between:

Westview South Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Polk County and Osceola County, Florida, with a mailing address of c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("District"); and

Atwell, LLC, a Michigan limited liability company, providing professional engineering services with a mailing address of 111 N. Magnolia Ave., Suite 1350, Orlando, Florida 32801 ("Engineer").

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*, and by a Rule enacted by the Florida Land and Water Adjudicatory Commission; and

WHEREAS, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development of the lands within the District; and

WHEREAS, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District solicited proposals from qualified firms to provide professional engineering services on a continuing basis; and

WHEREAS, Engineer submitted a proposal to serve in this capacity; and

WHEREAS, the District's Board of Supervisors ("Board") ranked Engineer as the most qualified firm to provide professional engineering services for the District and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

WHEREAS, the District intends to employ Engineer to perform engineering services including but not limited to construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

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

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

1. SCOPE OF SERVICES.

- a. The Engineer will provide general engineering services, including:
 - i. Preparation of any necessary reports and attendance at meetings of the Board.
 - ii. Providing professional engineering services including but not limited to review and execution of documents under the District's Trust Indentures and monitoring of District projects. Performance of any other duties related to the provision of infrastructure and services as requested by the Board, District Manager, or District Counsel.
 - iii. Any other items requested by the Board.
- b. Engineer shall, when authorized by the Board, provide general services related to construction of any District projects including, but not limited to:
 - i. Periodic visits to the site, or full-time construction management of District projects, as directed by District.
 - ii. Processing of contractor's pay estimates.
 - iii. Preparation of, and/or assistance with the preparation of, work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel and the Board.
 - iv. Final inspection and requested certificates for construction including the final certificate of construction.
 - v. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
 - vi. Any other activity related to construction as authorized by the Board.
- c. With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

2. REPRESENTATIONS. The Engineer hereby represents to the District that:

- a. It has the experience and skill to perform the services required to be performed by this Agreement.
- b. It shall design to and comply with applicable federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Agreement, and shall, if requested by District, provide certification of compliance with all registration and licensing requirements.

- c. It shall perform said services with the level of skill ordinarily used by professionals performing the same or similar services in the same geographic area ("**Standard of Care**") and subject to such Standard of Care most expeditious and economical manner, and to the extent consistent with the best interests of District.
- d. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

3. METHOD OF AUTHORIZATION. Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project bring authorized ("**Work Authorization**"). Authorization of services or projects under the contract shall be at the sole option of the District. Work Authorization No. 1 attached hereto is hereby approved.

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

- a. Lump Sum Amount - The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within 1 year following the completion of the work contemplated by the lump sum Work Authorization.
- b. Hourly Personnel Rates - For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires to use the hourly compensation rates outlined in **Exhibit A** attached hereto. The District and Engineer may agree to a "not to exceed" amount when utilizing hourly personnel rates for a specific work authorization.

5. REIMBURSABLE EXPENSES. Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

- a. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel policy.
- b. Expense of reproduction, postage and handling of drawings and specifications.

6. TERM OF CONTRACT. It is understood and agreed that this Agreement is for engineering services. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement until terminated pursuant the terms herein.

7. SPECIAL SERVICES. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

8. BOOKS AND RECORDS. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder (or such longer period to the extent required by Florida's public records retention laws). The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

9. OWNERSHIP OF DOCUMENTS.

- a. Upon Engineer's receipt of full payment in accordance with the terms of this Agreement, all rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement ("**Work Product**") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- b. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer's services hereunder and full payment, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the project. If said work product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.

- c. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

10. ACCOUNTING RECORDS. Records of Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

11. REUSE OF DOCUMENTS. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

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

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

Workers' Compensation

Statutory

General Liability

Bodily Injury (including Contractual) Property Damage (including Contractual)	\$1,000,000/\$2,000,000 \$1,000,000/\$2,000,000
Automobile Liability Bodily Injury / Property Damage	Combined Single Limit \$1,000,000
Professional Liability for Errors and Omissions	\$1,000,000

If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, the Engineer shall, without interruption, and at the District's option, maintain the insurance during the term of this Agreement and for at least five years after the termination of this Agreement.

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker's Compensation Insurance and the Professional Liability for Errors and Omissions Insurance both for which only proof of insurance shall be provided. The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If the Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

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

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

16. INDEMNIFICATION. Engineer agrees to indemnify and hold the District and the District's officers and employees wholly harmless, on a comparative basis of fault, from liabilities, damages, and losses, including, but not limited to, reasonable attorney's fees, which may come against the District and the District's officers and employees, to the extent caused wholly or in part by negligent, reckless, or intentionally wrongful acts, omissions, or defaults by Engineer or persons employed or utilized by Engineer in the course of any work done relating to this Agreement. The Parties acknowledge that the project pricing provided is based upon Engineer's willingness to accept a reasonable and fair level of risk and the District's willingness to cap such risk at a level reflective of such compensation. Accordingly, it is expressly agreed that the District's sole and maximum recovery against Engineer for any claim arising out of this Agreement, whether in contract, tort or otherwise, is equal to the limits of insurance required in Section 13 of this Agreement, and that an award of damages not to exceed such amount is the District's sole and exclusive remedy against Engineer. Under no circumstance shall Engineer be liable to the District for any loss or damage of any nature not arising from the work to be provided by Engineer herein. Notwithstanding anything else in this Agreement to the contrary, neither party shall be liable to the other for any incidental, consequential, punitive, exemplary, "benefit of the bargain", or lost profit damages. Engineer agrees such limitation bears a reasonable commercial relationship to the contract and was part of the project specifications or bid documents.

17. INDIVIDUAL LIABILITY. UNDER THIS AGREEMENT, AND SUBJECT TO THE REQUIREMENTS OF SECTION 558.0035, FLORIDA STATUTES, WHICH REQUIREMENTS ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

18. SOVEREIGN IMMUNITY. The Engineer agrees and covenants that nothing in this Agreement shall constitute or be construed as a waiver of District's limitations on liability pursuant to Section 768.28, *Florida Statutes*, or any other statute or law.

19. PUBLIC RECORDS. The Engineer agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with work provided to the District and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Engineer agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Engineer must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the

duration of the contract term and following completion of the Agreement if the Engineer does not transfer the records to the District.

- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Engineer or keep and maintain public records required by the District to perform the service. If the Engineer transfers all public records to the District upon completion of this Agreement, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Engineer keeps and maintains public records upon completion of the Agreement, the Engineer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431, WRATHHELLC@WHHASSOCIATES.COM, OR (877) 276-0889.

20. EMPLOYMENT VERIFICATION. The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

21. CONFLICTS OF INTEREST. The Engineer shall bear the responsibility for acting in the District's best interests, shall avoid any conflicts of interest and shall abide by all applicable ethical canons and professional standards relating to conflicts of interest.

22. SUBCONTRACTORS. The Engineer may subcontract portions of the services, subject to the terms of this Agreement and subject to Engineer providing written notice to District. Without in any way limiting any terms and conditions set forth in this Agreement, all subcontractors of Engineer shall be deemed to have made all of the representations and warranties of Engineer set forth herein and shall be subject to any and all obligations of Engineer hereunder. Prior to any subcontractor providing any services, Engineer shall obtain from each subcontractor its written consent to and acknowledgment of the terms of this Agreement. Engineer shall be responsible for all acts or omissions of any subcontractors.

23. INDEPENDENT CONTRACTOR. The District and the Engineer agree and acknowledge that the Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any federal or state unemployment, insurance laws, or any other potentially applicable laws. The Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of

this Agreement. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein or authorized by vote of the Board.

24. ASSIGNMENT. Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to the terms of this Agreement.

25. THIRD PARTIES. Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

26. CONTROLLING LAW. The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for any action arising under this Agreement shall be in the State Courts located in Osceola County, Florida.

27. TERMINATION. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the Engineer receives notification of the intent of the District to terminate the contract, the Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer or District shall not be entitled to consequential damages of any kind (including but not limited to lost profits), and, notwithstanding anything to the contrary herein, the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

28. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees at all judicial levels.

29. 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 of the parties hereto and formally approved by the Board.

30. AGREEMENT. This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

31. NOTICES. All notices, requests, consents and other communications hereunder (“Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or tele-copied to the parties, and 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 Engineer may deliver Notice on behalf of the District and the Engineer. 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) day’s written notice to the parties and addressees set forth herein.

32. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys’ fees.

33. E-VERIFY. The Engineer shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Engineer shall register with and use the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Engineer has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Engineer represents that no public employer has terminated a contract with the Engineer under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

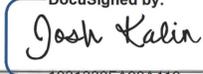
34. ACCEPTANCE. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

[CONTINUED ON FOLLOWING PAGE]

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

WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT

Secretary

DocuSigned by:

1931330FA90A413...

Chairman, Board of Supervisors

ATWELL, LLC

Witness



By: DAVID GASTEL, PE

Its: DIRECTOR

EXHIBIT A
HOURLY FEE SCHEDULE



2024 PROFESSIONAL SERVICES FEE SCHEDULE REAL ESTATE & LAND DEVELOPMENT	
PROJECT MANAGEMENT SERVICES	
Senior Project Manager	\$255/hour
Project Manager I-III	\$212 to \$240/hour
Associate Project Manager I-II	\$178 to \$195/hour
Project Coordinator I-III	\$105 to \$137/hour
ENGINEERING & PLANNING SERVICES	
Senior Technical Advisor	\$325/hour
Senior Project Engineer	\$223/hour
Engineer/Designer I-V	\$141 to \$212/hour
Planner/Designer I-V	\$141 to \$212/hour
Technician I-V	\$65 to \$126/hour
SURVEYING & MAPPING SERVICES	
Senior Project Surveyor	\$223/hour
Project Surveyor I-V	\$141 to \$212/hour
Senior Crew Chief	\$164/hour
Crew Chief I-III	\$109 to \$146/hour
Crew Member I-II	\$80 to \$95/hour
Certified sUAS Pilot	\$190/hour
Technician I-V	\$65 to \$126/hour
GIS Services	\$113 to \$170/hour
ENVIRONMENTAL & ECOLOGICAL SERVICES	
Senior Environmental/Ecological Consultant	\$223/hour
Environmental Consultant I-V	\$141 to \$212/hour
Technician I-V	\$65 to \$126/hour
PROGRAM MANAGEMENT & CONSTRUCTION ADVISORY SERVICES	
Program Manager I-II	\$270 to \$282/hour
Senior Construction Manager	\$225/hour
Construction Manager I-II	\$195 to \$212/hour
Construction Engineer I-II	\$138 to \$175/hour
Construction Coordinator	\$128/hour
Estimating Services	\$178 to \$212/hour
Safety Coordinator	\$142/hour
MISCELLANEOUS	
Project Controller Services	\$102 to \$124/hour
Project Executive	\$325/hour
Expert Witness	\$250/hour
Expert Testimony	\$325/hour

In addition to the labor rates shown above, reimbursable expenses shall be charged in accordance with the attached rate schedule.

ATWELL, LLC



2024 PROFESSIONAL SERVICES NON-LABOR CHARGES REAL ESTATE & LAND DEVELOPMENT	
OFFICE	
24" X 36" bond black and white plots/copies	\$2.50/each
24" X 36" bond black and white mylars	\$15/each
24" X 36" color imagery plots/copies	\$26/each
24" X 36" standard color plots/copies	\$15/each
8.5" X 11" black and white plots/copies	\$0.25/each
8.5" X 11" color plots/copies	\$1.50/each
11" X 17" black and white plots/copies	\$0.75/each
11" X 17" color plots/copies	\$3.00/each
County GIS Data	cost + 10%
Postage & Shipping	cost + 10%
Recording Fees	cost + 10%
FIELD EQUIPMENT	
Laser Scanner	\$650/day
Photoionization Detector (PID)	\$115/day
4-Gas Monitor w/ Remote Sensor	\$85/day
UTV + Trailer	\$100/day
Boat	\$300 to \$600/day
Unmanned Aircraft System (UAS) Drone (Camera)	\$175/day
Unmanned Aircraft System (UAS) Drone (LIDAR)	\$1,750/day
FIELD MATERIALS	
Wood Stakes	\$1.25/stake
Iron Pipes	\$3.50/pipe
Monuments	cost + 10%
MISCELLANEOUS	
Mileage	IRS Rate
Auto Rental	cost + 10%
Fuel	cost + 10%
Air Fare	cost + 10%
Lodging*	cost + 10%
Meals*	cost + 10%
Project Sub-consultants	cost + 15%
Misc./Out of Pocket Expenses**	cost + 10%
Rental Equipment	cost + 15%
Parcel Data	\$0.75/parcel
Technology Fee/Specialized Software by Industry	\$50 to \$200/day

*Travel costs as noted, unless otherwise agreed to as a per diem charge per contract.

**All permit, application, and submittal fees shall be paid directly by the client.

ATWELL, LLC

Professional Services | Real Estate & Land Development
2024 Fee Schedule
Page 2 of 2

JANUARY 8, 2023⁺

Westview South Community Development District
Polk County and Osceola County, Florida

Subject: **Work Authorization Number 1**
Westview South Community Development District

Dear Chairman, Board of Supervisors:

Atwell, LLC ("Engineer") is pleased to submit this work authorization to provide engineering services for the Westview South Community Development District ("District"). We will provide these services pursuant to our current agreement dated JANUARY 8th, 2023 ("Engineering Agreement") as follows:

I. Scope of Work

The District will engage Engineer to:

- Perform those services as necessary pursuant to the Engineering Agreement including, but not limited to, attendance at Board of Supervisors meetings and preparation of reports or other activities as directed by the Board of Supervisors.
- Perform all services related to administration of the District's Project and all Future Projects in an efficient, lawful and satisfactory manner.
- Act as Purchasing Agent for the District with respect to the direct purchase of construction materials for the District's improvements in accordance with the procurement procedures adopted by the Board of Supervisors and/or the terms of any applicable construction contracts.

II. Fees

The District will compensate Engineer pursuant to the hourly rate schedule contained in the Engineering Agreement. The District will reimburse Engineer all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Agreement.

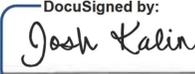
This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

APPROVED AND ACCEPTED

Sincerely,

WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT

ATWELL, LLC

DocuSigned by:

 By: _____
 Authorized Representative
 Date: 1/11/2024


 By: DAVID GASTEL, PE
 Date: 1/8/24

AGENCY CUSTOMER ID: ATWELLC-02

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY IMA, Inc. - Wichita Division		NAMED INSURED Atwell, LLC Two Towne Sq Ste 700 Southfield, MI 48076-3737	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

-General Liability Policy does not contain an exclusion for residential construction, condominiums, multi-family or multi-unit dwellings, coverage is subject to the terms and conditions of the policy.
 -General Liability policy contains CG 2417 10 01 Contractual Liability - Railroads endorsement and the Automobile Liability contains CA 2070 10 13 Coverage for Certain Operations in Connection with Railroads endorsement.
 -Workers Compensation does not include Ohio statutory coverage. Employers Liability limits include Stop Gap Coverage for the State of Ohio, subject to the policy terms and conditions.
 The District, its officers, supervisors, agents, staff, and representatives are included as Additional Insured on the General Liability and Automobile Liability Policy, if required by written contract or agreement, subject to the policy terms and conditions.

WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT

7B

EMMA® Filing Assistance Software as a Service License Agreement

This EMMA Filing Assistance Software as a Service License Agreement (this "**Agreement**") is entered into by and between the **Westview South Community Development District** (the "**District**") on behalf of itself, its Dissemination Agent and all other Obligated Persons as defined in the District's outstanding Continuing Disclosure Agreements (collectively, the "**Licensee**"), and Disclosure Technology Services, LLC, a Delaware limited liability company ("**DTS**" or the "**Licensor**"). This Agreement shall be effective as of last day executed below ("**Effective Date**").

NOW, THEREFORE, for good and adequate consideration, the sufficiency of which is hereby acknowledged, the parties have agreed as follows:

The District is, or may in the future be, a party to one or more Continuing Disclosure Agreements (the "**CDAs**") in connection with the issuance of bonds or other debt obligations. Pursuant to the CDAs, the District and the other Obligated Persons named therein are, or will be, obligated to file certain Annual Reports, Quarterly Reports and Listed Event filings (as such terms are defined in the CDAs) electronically through the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("**EMMA**") system website within the time periods specified in the CDAs.

Subject to the payment of the fees provided for in "Exhibit A: Fee Schedule" attached hereto and the terms and conditions provided for in the "EMMA® Filing Assistance Software End User License Agreement" located at , both of which are hereby incorporated by reference into this Agreement, the Licensor hereby (i) grants to Licensee a non-exclusive, non-transferable, non-sublicensable, limited license and right to access and use the DTS Portal ("**Portal**") for the purposes provided for herein. The Portal is configured to provide annual and quarterly notices of reporting deadlines prior to the applicable Annual Filing Date(s) and Quarterly Filing Date(s) set forth in the CDAs (the "**Services**").

As part of the notices provided by the Portal, links to access to the Portal will be made delivered to the District and other Obligated Persons annually and quarterly, as applicable, via email, which will allow for the District and other Obligated Persons to input the information required for the Annual Reports (excluding the Audited Financial Statements) and the Quarterly Reports under the CDAs, respectively, into a reportable format (collectively, the "**Formatted Information**"). Notwithstanding this provision or failure to provide such Formatted Information or any Services, the District, and its Dissemination Agent, if any, will remain responsible for filing the Formatted Information with EMMA on or before the deadlines provided for in the CDAs. The Portal shall not include any links for Listed Events as defined in the CDAs and all EMMA reporting obligations shall remain the sole obligations of the District and the Obligated Persons as set forth in the CDAs if and when a Listed Events report needs to be filed.

This Agreement shall commence on the Effective Date and continue through September 30 of the year in which this Agreement is executed, and thereafter, shall renew for additional one year terms (based on the District's fiscal year, which ends September 30) so long as the District is obligated under any CDAs. Either party may terminate this Agreement upon thirty days prior written notice to the other party hereto. Any fees paid prior to termination shall be considered earned and non-refundable and the Licensor may adjust the fees hereunder upon thirty days prior written notice to Licensee. Upon the termination of this Agreement, Licensee shall immediately discontinue use of the Portal. Licensee's obligations according to the provisions of this Agreement prior to termination shall survive termination of this Agreement. This Agreement is also subject to the terms set forth in **Exhibit B**.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date below written.

Westview South Community Development District

Disclosure Technology Services, LLC

By: _____

By:  _____

Print: _____

Print: Michael Klurman

Title: _____

Title: Vice President

Date: _____

Date: 01-02-2024

Exhibit A – Fee Schedule

Annual License Fee:

1. \$1,500 per annum per bond series, not to exceed \$5,000 per annum.

Exhibit B – CDD Addendum

The following terms apply notwithstanding any other provision of the Agreement (including but not limited to any of the terms incorporated therein from other documents):

PUBLIC RECORDS. DTS understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, DTS agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. DTS acknowledges that the designated public records custodian for the District is the District's Manager ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, DTS shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if DTS does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in DTS's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by DTS, DTS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE DTS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DTS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, Craig Wrathell, Wrathell, Hunt & Associates, 2300 Glades Road, 33431

LIMITATIONS ON LIABILITY. Nothing in the 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 or 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 under the Doctrine of Sovereign Immunity or by operation of law.

SCRUTINIZED COMPANIES. DTS certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If DTS is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

E-VERIFY. DTS shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, DTS shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the DTS has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the DTS represents that no public employer has terminated a contract with the DTS under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT

7CI

Westview South Community Development District

Change order to Purchase Order #2177-03

Change Order No. 5

Project: Westview POD B Spine Road

Owner: Westview South CDD

Seller: Ferguson Waterworks

Contractor: Jr. Davis Construction Company, Inc.

Date 1/17/2024

ITEM NO.	CHANGE ON PURCHASE ORDER	DESCRIPTION OF CHANGE	AMOUNT + / (-)
1	Sample Point Materials	Add	\$ 8,796.35

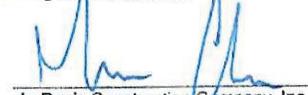
Net Change Order Amount \$ 8,796.35

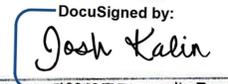
Purchase Order Amount Prior to Change Order \$ 2,907,806.00

Revised Purchase Order Amount \$ 2,916,602.35

Comments _____

Acceptable To:  Sales Rep. 2/5/24
 Ferguson Waterworks Date

Acceptable To:  2/05/24
 Jr. Davis Construction Company, Inc. Date

DocuSigned by:
 Approved By:  2/16/2024
 Westview South Community Development District Date

Recommended
By Atwell, LLC
CDD Engineer



Digitally signed by Larry T Ray
 DN: cn=Larry T Ray,
 o=Florida, ou=FLS, email=larry@atwell.com,
 c=US



FEL-ORLANDO WATERWORKS #126
801 THORPE ROAD
ORLANDO, FL 32824-8016

Phone: 407-859-7473
Fax: 407-859-9561

Deliver To: .
From: 0
Comments:

10:48:26 JAN 15 2024

Page 1 of 1

FEL-ORLANDO WATERWORKS #126

Order Confirmation
Phone: 407-859-7473
Fax: 407-859-9561

Order No: 2058534 **Req Date:** 01/16/24 **Ship Via:** OUR TRUCK
Order Date: 01/15/24 **Terms:** NET 10TH PROX
Order: NP

Sold To: WESTVIEW SOUTH CDD
PO BOX 810036
177 WATERMARK BLVD
C/O JR DAVIS
BOCA RATON, FL 33481

Ship To: JR DAVIS CONSTRUCTION
CYPRESS PKWY AND POINCIANA
2177 WATERMARK BLVD
KISSIMMEE, FL 34746

Cust PO#: 2177-003 **Job Name:** 2177 WATERMARK BLVD

Item	Description	Quantity	Net Price	UM	Total
FFCD202905CC4I	8X1 CC DBL STRP SS EPOX SDL	6	99.058	EA	594.35
FFCD2021320CC4I	12X1 CC DBL STRP SS EPOX SDL	20	141.000	EA	2820.00
FFB10004NL	LF 1 CC X CTS PJ BALL CORP	26	85.000	EA	2210.00
FB41444WNL	LF 1 CTS COMP X FIP BALL CURB LW	26	122.000	EA	3172.00
Net Total:					\$8796.35
Tax:					\$0.00
Freight:					\$0.00
Total:					\$8796.35

WARRANTY PROVISIONS

The purchaser's sole and exclusive warranty is that provided by the manufacturer, if any. Seller makes no express or implied warranties. SELLER DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL SELLER BE LIABLE FOR ANY INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE OPERATION OR USE OF THE PRODUCT. SELLER'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE NET SALES PRICE RECEIVED BY SELLER. Complete Terms and Conditions are available upon request or can be viewed on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>

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WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT

7C11

Westview South Community Development District

Change order to Purchase Order #2177-03

Change Order No. 6

Project: Westview POD B Spine Road

Owner: Westview South CDD

Seller: Ferguson Waterworks

Contractor: Jr. Davis Construction Company, Inc.

Date 3/6/2024

ITEM NO.	CHANGE ON PURCHASE ORDER	DESCRIPTION OF CHANGE	AMOUNT + / (-)
1	Scope Gap TWA #220047	Add	\$ 10,918.20

Net Change Order Amount \$ 10,918.20

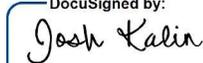
Purchase Order Amount Prior to Change Order \$ 2,916,602.35

Revised Purchase Order Amount \$ 2,927,520.55

Comments _____

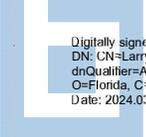
Acceptable To:  Sales Reps 3/7/2024
 Ferguson Waterworks Date

Acceptable To: Marc A Goodman Digitally signed by Marc A Goodman
 Jr. Davis Construction Company, Inc. Date: 2024.03.06 13:49:21 -05'00' Date

Approved By:  Josh Kalin 3/26/2024
 Westview South Community Development District Date

**Recommended by
Atwell, LLC - CDD
Engineer**



 Digitally signed by Larry T Ray,
 DN: CN=Larry T Ray,
 dnQualifier=AD1410C000001896A51F59/0006B4AD,
 O=Florida, C=US
 Date: 2024.03.19 13:56:20-04'00'



FEL-ORLANDO WATERWORKS #126
801 THORPE ROAD
ORLANDO, FL 32824-8016

Phone: 407-859-7473
Fax: 407-859-9561

Deliver To: .
From: Nicholas Pellegrino
Comments:

07:16:39 MAR 06 2024

Page 1 of 1

FEL-ORLANDO WATERWORKS #126

Order Confirmation
Phone: 407-859-7473
Fax: 407-859-9561

Order No: 2069773
Order Date: 03/05/24
Writer: NP

Req Date: 03/07/24

Ship Via: OUR TRUCK
Terms: NET 10TH PROX

Sold To: WESTVIEW SOUTH CDD
PO BOX 810036
177 WATERMARK BLVD
C/O JR DAVIS
BOCA RATON, FL 33481

Ship To: JR DAVIS CONSTRUCTION
WATERMARK BLVD
KISSIMMEE, FL 34746

Cust PO#: 2177-NEED

Job Name: 2177 WATERMARK BLVD

Item	Description	Quantity	Net Price	UM	Total
DR18PPX	8 C900 DR18 PVC GJ PURP PIPE	380	20.490	FT	7786.20
AFC2508MMLAOL	8 DI MJ RW OL GATE VLV L/A	1	1340.000	EA	1340.00
I461SR	2PC SC CI VLV BX 19-22 REUSE	1	79.000	EA	79.00
SBOXLOK2	2 BOXLOK VLV BX ALIGNER	1	24.000	EA	24.00
SP-P80CAK	2 SCH80 WIRE C/O ASSY	1	20.000	EA	20.00
BVTM	3 BRS VLV ID TAG	1	17.000	EA	17.00
MJ4LAX	8 MJ C153 45 BEND L/A	4	125.000	EA	500.00
SSLCE8AP	8 PVC WDG REST *ONELOK W/A	10	78.000	EA	780.00
FUFR1390C8I	8 UFR1390-C-I RESTRAINER	4	93.000	EA	372.00
Net Total:					\$10918.20
Tax:					\$0.00
Freight:					\$0.00
Total:					\$10918.20

WARRANTY PROVISIONS

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WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT

7CIII

Westview South Community Development District

Change order to Purchase Order #2177-03

Change Order No. 7

Project: Westview POD B Spine Road
 Owner: Westview South CDD
 Seller: Ferguson Waterworks
 Contractor: Jr. Davis Construction Company, Inc.

Date 3/13/2024

ITEM NO.	CHANGE ON PURCHASE ORDER	DESCRIPTION OF CHANGE	AMOUNT + / (-)
1	Scope Gap TWA #220047	Add	\$ 18,444.00
2	Additional Incidental Items	Add	\$ 5,000.00

Net Change Order Amount \$ 23,444.00

Purchase Order Amount Prior to Change Order \$ 2,927,520.55

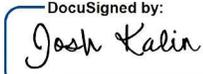
Revised Purchase Order Amount \$ 2,950,964.55

Comments _____

Acceptable To:  Sales Rep. 3/17/24
 Ferguson Waterworks Date

Marc A Goodman Digitally signed by Marc A Goodman
 Date: 2024.03.18 10:21:56 -04'00'

Acceptable To: Jr. Davis Construction Company, Inc. Date

DocuSigned by:  3/26/2024
 Westview South Community Development District Date

**Recommended
 By Atwell, LLC
 CDD Engineer**



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY Larry Thomas Ray, P.E. (LICENSE #32032) USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SHA AUTHENTICATION CODE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.



Digitally signed by Larry T Ray
 DN: CN=Larry T Ray,
 dnQualifier=A01410C000001896A51F59/0006B4AD,
 O=Florida, C=US
 Date: 2024.03.19 13:31:33-04'00'



FEL-ORLANDO WATERWORKS #126
801 THORPE ROAD
ORLANDO, FL 32824-8016

Phone: 407-859-7473
Fax: 407-859-9561

Deliver To: .
From: Nicholas Pellegrino
Comments:

09:47:55 MAR 11 2024

Page 1 of 1

FEL-ORLANDO WATERWORKS #126

Order Confirmation
Phone: 407-859-7473
Fax: 407-859-9561

Order No: 2070726
Order Date: 03/11/24
Writer: NP

Req Date: 03/13/24

Ship Via: OUR TRUCK
Terms: NET 10TH PROX

Sold To: WESTVIEW SOUTH CDD
PO BOX 810036
177 WATERMARK BLVD
C/O JR DAVIS
BOCA RATON, FL 33481

Ship To: JR DAVIS CONSTRUCTION
WATERMARK BLVD
KISSIMMEE, FL 34746

Cust PO#: 2177-003

Job Name: 2177 WATERMARK BLVD

Item	Description	Quantity	Net Price	UM	Total
DR18BP12	12 C900 DR18 PVC GJ BLUE PIPE	200	42.840	FT	8568.00
DR18PP12	12 C900 DR18 PVC GJ PURP PIPE	200	42.840	FT	8568.00
Net Total:					\$17136.00
Tax:					\$0.00
Freight:					\$0.00
Total:					\$17136.00

WARRANTY PROVISIONS

The purchaser's sole and exclusive warranty is that provided by the manufacturer, if any. Seller makes no express or implied warranties. SELLER DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL SELLER BE LIABLE FOR ANY INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE OPERATION OR USE OF THE PRODUCT. SELLER'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE NET SALES PRICE RECEIVED BY SELLER. Complete Terms and Conditions are available upon request or can be viewed on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>

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FEL-ORLANDO WATERWORKS #126
801 THORPE ROAD
ORLANDO, FL 32824-8016

Phone: 407-859-7473
Fax: 407-859-9561

Deliver To: .
From: Nicholas Pellegrino
Comments:

15:41:11 MAR 11 2024

Page 1 of 1

FEL-ORLANDO WATERWORKS #126

Order Confirmation
Phone: 407-859-7473
Fax: 407-859-9561

Order No: 2070912
Order Date: 03/11/24
Writer: NP

Req Date: 03/13/24

Ship Via: OUR TRUCK
Terms: NET 10TH PROX

Sold To: WESTVIEW SOUTH CDD
PO BOX 810036
177 WATERMARK BLVD
C/O JR DAVIS
BOCA RATON, FL 33481

Ship To: JR DAVIS CONSTRUCTION
WATERMARK BLVD
KISSIMMEE, FL 34746

Cust PO#: 2177

Job Name: 2177 WATERMARK BLVD

Item	Description	Quantity	Net Price	UM	Total
MJ5LA12	IMP 12 MJ C153 5-5/8 BEND L/A	2	372.000	EA	744.00
SSLCE12AP	12 PVC WDG REST *ONELOK W/A	4	141.000	EA	564.00
			Net Total:		\$1308.00
			Tax:		\$0.00
			Freight:		\$0.00
			Total:		\$1308.00

WARRANTY PROVISIONS

The purchaser's sole and exclusive warranty is that provided by the manufacturer, if any. Seller makes no express or implied warranties. SELLER DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL SELLER BE LIABLE FOR ANY INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE OPERATION OR USE OF THE PRODUCT. SELLER'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE NET SALES PRICE RECEIVED BY SELLER. Complete Terms and Conditions are available upon request or can be viewed on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>

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WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT

7CIV

Westview South Community Development District

Change order to Purchase Order #2177-03

Change Order No. 8

Project: Westview POD B Spine Road

Owner: Westview South CDD

Seller: Ferguson Waterworks

Contractor: Jr. Davis Construction Company, Inc.

Date 4/8/2024

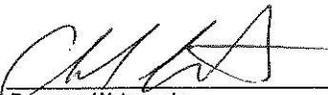
ITEM NO.	CHANGE ON PURCHASE ORDER	DESCRIPTION OF CHANGE	AMOUNT + / (-)
1	Sample point material for Watermark and KOA	add	\$ 10,318.00
2	Offsite Configuration for Reclaim	add	\$ 5,405.00

Net Change Order Amount \$ 15,723.00

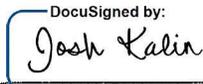
Purchase Order Amount Prior to Change Order \$ 2,950,964.55

Revised Purchase Order Amount \$ 2,966,687.55

Comments _____

Acceptable To:  Sales Rep. 4/9/24
 Ferguson Waterworks Date

Acceptable To: Marc A Goodman Digitally signed by Marc A Goodman
 Jr. Davis Construction Company, Inc. Date: 2024.04.08 13:20:43 -04'00'

Approved By:  Josh Kalin 4/22/2024
 Westview South Community Development District Date

**Recommended By
Atwell, LLC
CDD Engineer**



Digitally signed by Larry T Ray
 DN: cn=Larry T Ray,
 dnQualifier=A0410C000001896A61F597000884AU,
 o=Florida, c=US
 Date: 2024.04.19 14:39:31-04'00'

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SIGNED BY LARRY T RAY, P.E. ELECTRONIC SIGNATURES ARE NOT CONSIDERED SIGNED AND SEALED AND THE DATA AUTHENTICATION CODE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.



FEL-ORLANDO WATERWORKS #126
 801 THORPE ROAD
 ORLANDO, FL 32824-8016

Phone: 407-859-7473
 Fax: 407-859-9561

Deliver To: . From: Nicholas Pellegrino Comments:

16:18:57 APR 02 2024

FEL-ORLANDO WATERWORKS #126
 Order Confirmation
 Phone: 407-859-7473
 Fax: 407-859-9561

Order No: 2075740
 Order Date: 04/02/24
 Writer: NP

Req Date: 04/05/24

Ship Via: OUR TRUCK
 Terms: NET 10TH PROX

Sold To: WESTVIEW SOUTH CDD
 PO BOX 810036
 177 WATERMARK BLVD
 C/O JR DAVIS
 BOCA RATON, FL 33481

Ship To: JR DAVIS CONSTRUCTION
 WATERMARK BLVD
 KISSIMMEE, FL 34746

Cust PO#: 2177-003

Job Name: 2177 WATERMARK BLVD

Item	Description	Quantity	Net Price	UM	Total
	=====				
	ALL IN STOCK				

FFCD2021840IP7 IBRLFBKG	16X2 IP DBL STRP SS EPOX SDL LF 2X1 BRS BUSH	8 8	199.000 18.000	EA EA	1592.00 144.00

	ALL IN STOCK				

FFCD2021320IP7I IBRLFBKG	12X2 IP DBL STRP SS EPOX SDL LF 2X1 BRS BUSH	9 9	154.000 18.000	EA EA	1386.00 162.00

	ALL IN STOCK				

FFCD202905CC4I	8X1 CC DBL STRP SS EPOX SDL	10	104.000	EA	1040.00

	NONE IN STOCK 2-3 DAY LEAD TIME				

FFB16004NL FF17004NL	LF 1 CC X FIP BALL CORP LF 1 MIP X FIP CORP	8 19	73.000 73.000	EA EA	584.00 1387.00

	NONE IN STOCK 2-3 DAY LEAD TIME				

FC8444NL	LF 1 MIP X 1 CTS PJ COUP	27	25.000	EA	675.00

	NONE IN STOCK 2-3 DAY LEAD TIME				

FB41444WNL	LF 1 CTS COMP X FIP BALL CURB LW	27	124.000	EA	3348.00



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FEL-ORLANDO WATERWORKS #126
Order Confirmation

Fax: 407-859-9561

16:18:57 APR 02 2024

Reference No: 2075740

=====

Net Total:	\$10318.00
Tax:	\$0.00
Freight:	\$0.00
Total:	\$10318.00

WARRANTY PROVISIONS

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<https://survey.medallia.com/?bidsorder&fc=126&on=67917>



FEL-ORLANDO WATERWORKS #126
801 THORPE ROAD
ORLANDO, FL 32824-8016

Phone: 407-859-7473
Fax: 407-859-9561

Deliver To: .
From: Nicholas Pellegrino
Comments:

10:53:06 APR 08 2024

Page 1 of 1

FEL-ORLANDO WATERWORKS #126

Order Confirmation
Phone: 407-859-7473
Fax: 407-859-9561

Order No: 2076640
Order Date: 04/08/24
Writer: NP

Req Date: 04/10/24

Ship Via: OUR TRUCK
Terms: NET 10TH PROX

Sold To: WESTVIEW SOUTH CDD
PO BOX 810036
177 WATERMARK BLVD
C/O JR DAVIS
BOCA RATON, FL 33481

Ship To: JR DAVIS CONSTRUCTION
WATERMARK BLVD
KISSIMMEE, FL 34746

Cust PO#: 2177-003

Job Name: 2177 WATERMARK BLVD

Item	Description	Quantity	Net Price	UM	Total
MJ4LA16	16 MJ C153 45 BEND L/A	5	525.000	EA	2625.00
SSLCE16AP	16 PVC WDG REST *ONELOK W/A	10	278.000	EA	2780.00
			Net Total:		\$5405.00
			Tax:		\$0.00
			Freight:		\$0.00
			Total:		\$5405.00

WARRANTY PROVISIONS

The purchaser's sole and exclusive warranty is that provided by the manufacturer, if any. Seller makes no express or implied warranties. SELLER DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL SELLER BE LIABLE FOR ANY INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE OPERATION OR USE OF THE PRODUCT. SELLER'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE NET SALES PRICE RECEIVED BY SELLER. Complete Terms and Conditions are available upon request or can be viewed on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>

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<https://survey.medallia.com/?bidsorder&fc=126&on=67917>

WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT

7DI

Westview South Community Development District

Change order to Purchase Order #2177-05

Change Order No. 5

Project: Westview POD B Spine Road-N2A2B

Date 1/22/2024

Owner: Westview South CDD

Seller: Fortiline Waterworks

Contractor: Jr. Davis Construction Company, Inc.

ITEM NO.	CHANGE ON PURCHASE ORDER	DESCRIPTION OF CHANGE	AMOUNT + / (-)
1	2" Cul-de-sac Service & Blowoff	Add	\$ 3,717.68
1	Additional Incidental materials items	Add	\$ 30,000.00

Net Change Order Amount \$ 33,717.68

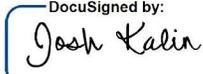
Purchase Order Amount Prior to Change Order \$ 1,812,040.20

Revised Purchase Order Amount \$ 1,845,757.88

Comments

Acceptable To:  1/30/24
Fortiline Waterworks Date

Acceptable To: Marc A Goodman Digitally signed by Marc A Goodman
Date: 2024.01.29 08:55:08 -05'00'
Jr. Davis Construction Company, Inc. Date

Approved By:  2/16/2024
Westview South Community Development District Date

**Recommended
By Atwell, LLC
CDD Engineer**



Digitally signed by Larry T Ray
DN: cn=Larry T Ray,
dnQualifier=A01410C000001896A51F5970006B4AD,
o=Florida, c=US
Date: 2024.02.05 09:16:05'00'

QUOTE



Due to the continued cost and supply challenges in the DUCTILE IRON PIPE, PVC and HDPE markets, the pricing of these products will be based solely on the availability at the time of shipment. Also, given the volatility in these markets we will not be responsible for product availability and shipment delays, as they are out of our control. Bid prices should be considered an estimate, materials will only be priced at time of shipment until the current supply chain challenges are resolved. These terms are in leu of our standard terms. We appreciate your partnership.

CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
232874	FORTILINE ORLANDO	6441312	1/22/24	1

CUSTOMER
WESTVIEW SOUTH CDD P.O. BOX 810036 BOCA RATON, FL 33481

PROJECT INFORMATION
2" CUL-DE-SAC SERVICE AND BLOWOFF

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
***** GIVEN THE CURRENT PRICING AND SUPPLY CHAIN CHALLENGES ALL MATERIAL WILL BE PRICED AT TIME OF SHIPMENT AND THE PRICES BELOW ARE TO BE USED AS AN ESTIMATE FOR BID PURPOSES ONLY *****					
2" DBL SERVICE					
20	2	EA	2 TEE PJCXPC NO LEAD 74760-22	407.0000	814.00
30	2	EA	2" ADPT FIPXPJC NO LEAD 74754-22	118.0000	236.00
40	2	EA	2"X1-1/2" BRS HEX BUSH NO LEAD	30.0000	60.00
50	2	EA	1-1/2" BALL CORP MIPXPJC NO LEAD 74704B-22	315.8400	631.68
60	2	EA	1-1/2"X3/4 WYE PJCXPC 708YS22 NO LEAD	115.0000	230.00
70	4	EA	3/4X5/8X3/4 BALL VALVE PJCXMSN NO LEAD 76100MW22	59.0000	236.00
80	4	EA	14X19X12 SINGLE PURPLE MTR BOX W/SOLID OVERLAPPING LID THIS IS A NON-RETURNABLE ITEM	40.2500	161.00
Section Sub-total:					2,368.68
2"INLINE BLOW-OFF					
110	1	EA	2 TEE PJCXPC NO LEAD 74760-22	407.0000	407.00
120	1	EA	2" ADPT FIPXPJC NO LEAD 74754-22	118.0000	118.00
130	1	EA	2" BALL CORP MIPXPJC 74704B-22 NO LEAD	374.0000	374.00
140	1	EA	2" BALL VLV PJCXFIP 76102W-22 NO LEAD	360.0000	360.00
150	1	EA	13X20X12 JUMBO PURPLE MTR BOX W/SOLID OVERLAPPING LID THIS IS A NON-RETURNABLE ITEM	90.0000	90.00
Section Sub-total:					1,349.00
Subtotal:					3,717.68
Tax:					
Bid Total:					3,717.68

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date. After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

Ent By CHB 1/22/24 12:21:22

QUOTE



Due to the continued cost and supply challenges in the DUCTILE IRON PIPE, PVC and HDPE markets, the pricing of these products will be based solely on the availability at the time of shipment. Also, given the volatility in these markets we will not be responsible for product availability and shipment delays, as they are out of our control. Bid prices should be considered an estimate, materials will only be priced at time of shipment until the current supply chain challenges are resolved. These terms are in leu of our standard terms. We appreciate your partnership.

CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
214231	FORTILINE ORLANDO	6442700	1/24/24	1

CUSTOMER
JR DAVIS CONSTRUCTION CO., INC 210 HANGAR ROAD KISSIMMEE, FL 34741

PROJECT INFORMATION
30K MISC ITEMS

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
10	1	EA	***** GIVEN THE CURRENT PRICING AND SUPPLY CHAIN CHALLENGES ALL MATERIAL WILL BE PRICED AT TIME OF SHIPMENT AND THE PRICES BELOW ARE TO BE USED AS AN ESTIMATE FOR BID PURPOSES ONLY ***** MISC. ITEMS NEEDED	30,000.0000	30,000.00
				Subtotal:	30,000.00
				Tax:	
				Bid Total:	30,000.00

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date. After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

Ent By CHB 1/24/24 12:44:18

WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT

7DII

Westview South Community Development District

Change order to Purchase Order #2177-05

Change Order No. 6

Project: Westview POD B Spine Road-N2A2B

Date 2/7/2024

Owner: Westview South CDD

Seller: Fortiline Waterworks

Contractor: Jr. Davis Construction Company, Inc.

ITEM NO.	CHANGE ON PURCHASE ORDER	DESCRIPTION OF CHANGE	AMOUNT + / (-)
1	Updated Fitting Calculation	Add	\$ 14,828.00

Net Change Order Amount \$ 14,828.00

Purchase Order Amount Prior to Change Order \$ 1,845,757.88

Revised Purchase Order Amount \$ 1,860,585.88

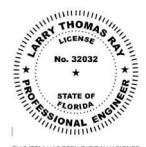
Comments

Acceptable To:  2/7/24
Fortiline Waterworks Date

Acceptable To: **Marc A Goodman** Digitally signed by Marc A Goodman
Date: 2024.02.07 15:42:15 -05'00'
Jr. Davis Construction Company, Inc. Date

Approved By:  2/16/2024
1931330FA90A413...
Westview South Community Development District Date

**Recommended
by Atwell, LLC
CDD Engineer**



Digitally signed by Larry T Ray
DN: CN=Larry T Ray,
dnQualifier=A01410C000001896A51F5970006B4AD,
O=Florida, C=US
Date: 2024.02.14 08:47:42 -05'00'

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY LARRY THOMAS RAY, P.E., LICENSE # 32032 USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SHA AUTHENTICATION CODE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

QUOTE



a MORSCO brand

Due to the continued cost and supply challenges in the DUCTILE IRON PIPE, PVC and HDPE markets, the pricing of these products will be based solely on the availability at the time of shipment. Also, given the volatility in these markets we will not be responsible for product availability and shipment delays, as they are out of our control. Bid prices should be considered an estimate, materials will only be priced at time of shipment until the current supply chain challenges are resolved. These terms are in lieu of our standard terms. We appreciate your partnership.

CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
232874	FORTILINE KISSIMMEE	6449370	2/07/24	1

CUSTOMER	PROJECT INFORMATION
WESTVIEW SOUTH CDD P.O. BOX 810036 BOCA RATON, FL 33481	2177 - FITTING CALCULATIONS

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
***** GIVEN THE CURRENT PRICING AND SUPPLY CHAIN CHALLENGES ALL MATERIAL WILL BE PRICED AT TIME OF SHIPMENT AND THE PRICES BELOW ARE TO BE USED AS AN ESTIMATE FOR BID PURPOSES ONLY *****					
FORCEMAIN					
20	19	EA	6" MJ 45 P401 C153	348.0000	6,612.00
30	13	EA	6" MJ 22-1/2 P401 C153	337.0000	-4,381.00
40	19	EA	6" MJ 11-1/4 P401 C153	341.0000	-6,479.00
50	26	EA	6" STARGRIP MJ REST PVC 4000 F/C900 6.90 OD	39.0000	-1,014.00
60	26	EA	6" MJ REGULAR ACC LESS GLAND	18.0000	-468.00
Section Sub-total:					-5,730.00
2" SEWER OFFSET ARV ASS'Y (1)					
90	1	EA	6X2 IP 202NS SDL 6.63-6.90	101.0000	101.00
100	1	EA	2" BALL CORP MIPXFIP 73149B NO LEAD	295.0000	295.00
110	1	EA	2" THD GV O/L A2360-08 EPDM	495.0000	495.00
120	1	EA	562S SCREW VB COMP 24"-36"	101.5000	101.50
130	1	EA	5-1/4 VB LID M/SEWER	30.0000	30.00
140	1	EA	3" BRS VLV MARKER	18.0000	18.00
150	1	EA	2"X36" SS NIPPLE 304	180.0000	180.00
160	1	EA	2"X24" SS NIPPLE 304	165.0000	165.00
170	3	EA	2"X4" SS NIPPLE 304	35.0000	105.00
180	1	EA	2"XCLOSE SS NIPPLE 304	20.0000	20.00
190	2	EA	2" SS 90 304	35.0000	70.00
200	1	EA	2" SS TEE 304	38.0000	38.00
210	1	EA	2" SS SQ HEAD PLUG 304	21.0000	21.00
220	1	EA	2" THD SS BALL VLV 304	197.0000	197.00
230	1	EA	2" SS THD COMBO SWR ARV D025SS	3,315.0000	3,315.00
240	1	EA	13X16X32 ARV ENCLOSURE GREEN	650.0000	650.00
Section Sub-total:					5,801.50
WATER					
8" GATE VALVE (1)					
280	1	EA	8" MJ GV O/L A2361-23LN 350 PSI L/ACC W/EPDM 080A236123LN 0331	1,382.0000	1,382.00
290	2	EA	8" STARGRIP MJ REST PVC 4000 F/C900 9.05 OD	58.0000	116.00

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date. After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

CUSTOMER NO	JOB NAME		QUOTE NO	QUOTE DATE	PAGE
232874	2177 - FITTING CALCULATIONS		6449370	2/07/24	2
LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
300	2	EA	8" MJ REGULAR ACC LESS GLAND	20.0000	40.00
310	1	EA	562S SCREW VB COMP 24"-36"	101.5000	101.50
320	1	EA	3" BRS VLV MARKER	18.0000	18.00
330	1	EA	VLV BOX CENTER DEVICE BOXLOK-2	30.0000	30.00
Section Sub-total:					1,687.50
360	1	EA	6" GATE VALVE 6" MJ GV O/L A2361-23LN 350 PSI L/ACC W/EPDM 060A236123LN 0331	868.0000	868.00
370	2	EA	6" STARGRIP MJ REST PVC 4000 F/C900 6.90 OD	39.0000	78.00
380	2	EA	6" MJ REGULAR ACC LESS GLAND	18.0000	36.00
390	1	EA	562S SCREW VB COMP 24"-36"	101.5000	101.50
400	1	EA	3" BRS VLV MARKER	18.0000	18.00
410	1	EA	VLV BOX CENTER DEVICE BOXLOK-2	30.0000	30.00
Section Sub-total:					1,131.50
430	1	EA	10" MJ TEE C153	396.0000	396.00
440	21	EA	10" MJ 45 C153	188.0000	3,948.00
450	2-	EA	10" MJ 22-1/2 C153	187.0000	-374.00
460	6-	EA	10" MJ 11-1/4 C153	186.0000	-1,116.00
470	5-	EA	8" MJ 45 C153	130.0000	-650.00
480	14-	EA	8" MJ 22-1/2 C153	127.0000	-1,778.00
490	11-	EA	8" MJ 11-1/4 C153	115.0000	-1,265.00
500	3	EA	8" MJ 5-5/8 C153	203.0000	609.00
510	29	EA	10" STARGRIP MJ REST PVC 4000 F/C900 11.10 OD	108.0000	3,132.00
520	29	EA	10" MJ REGULAR ACC LESS GLAND	28.0000	812.00
530	54-	EA	8" STARGRIP MJ REST PVC 4000 F/C900 9.05 OD	58.0000	-3,132.00
540	54-	EA	8" MJ REGULAR ACC LESS GLAND	20.0000	-1,080.00
Section Sub-total:					-498.00
REUSE					
570	1	EA	4"X2" MJ TAPT TEE C153	134.0000	134.00
580	13	EA	4" MJ 11-1/4 C153	51.0000	663.00
590	8	EA	4" MJ 22-1/2 C153	53.0000	424.00
600	32	EA	4" MJ 45 C153	56.0000	1,792.00
610	1	EA	4" MJ CAP C153	30.0000	30.00
620	1	EA	6" MJ 5-5/8 C153	149.0000	149.00
630	16-	EA	6" MJ 11-1/4 C153	85.0000	-1,360.00
640	10-	EA	6" MJ 22-1/2 C153	81.0000	-810.00
650	39	EA	6" MJ 45 C153	89.0000	3,471.00
660	1	EA	6" MJ TEE C153	158.0000	158.00
670	1	EA	6"X4" MJ REDUCER C153	76.0000	76.00
680	1-	EA	6"X4" MJ TEE C153	147.0000	-147.00
690	109	EA	4" STARGRIP MJ REST PVC 4000 F/C900 4.80 OD	32.0000	3,488.00
700	109	EA	4" MJ REGULAR ACC LESS GLAND	14.0000	1,526.00
710	30	EA	6" STARGRIP MJ REST PVC 4000 F/C900 6.90 OD	39.0000	1,170.00
720	30	EA	6" MJ REGULAR ACC LESS GLAND	18.0000	540.00
Section Sub-total:					11,304.00
750	1	EA	6" GATE VALVE 6" MJ GV O/L A2361-23LN 350 PSI L/ACC W/EPDM 060A236123LN 0331	868.0000	868.00
760	2	EA	6" STARGRIP MJ REST PVC 4000 F/C900 6.90 OD	39.0000	78.00

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

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After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT

7DIII

Westview South Community Development District

Change order to Purchase Order #2177-05

Change Order No. 7

Project: Westview POD B Spine Road-N2A2B

Owner: Westview South CDD

Seller: Fortiline Waterworks

Contractor: Jr. Davis Construction Company, Inc.

Date 2/12/2024

ITEM NO.	CHANGE ON PURCHASE ORDER	DESCRIPTION OF CHANGE	AMOUNT + / (-)
1	Water and Reclaim Services Omitted from Original PO	Add	\$ 46,126.50

Net Change Order Amount \$ 46,126.50

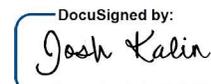
Purchase Order Amount Prior to Change Order \$ 1,860,585.88

Revised Purchase Order Amount \$ 1,906,712.38

Comments _____

Acceptable To:  2/12/24
 Fortiline Waterworks Date

Acceptable To: Marc A Goodman Digitally signed by Marc A Goodman
 Jr. Davis Construction Company, Inc. Date: 2024.02.12 13:17:52 -05'00'

Approved By:  2/16/2024
 Westview South Community Development District Date

**Recommended
By Atwell, LLC
CDD Engineer**



 Digitally signed by Larry I Ray
 DN: CN=Larry I Ray,
 dnQualifier=A01410C000001896A51F5970006B4AD,
 O=Florida, C=US
 Date: 2024.02.12 15:13:19-05'00'

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY Larry Thomas Ray, P.E. (LICENSE #32032) USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SHA AUTHENTICATION CODE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.



a MORSCO brand

CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
232874	FORTILINE ORLANDO	6451220	2/12/24	1

CUSTOMER	PROJECT INFORMATION
WESTVIEW SOUTH CDD P.O. BOX 810036 BOCA RATON, FL 33481	SALES ORDER 6392647

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
10	1	EA	10X1-1/2 IP 202NS 10.00-11.10	123.0000	123.00
20	1	EA	1-1/2" BALL CORP MIPXPJC NO LEAD 74704B-22	184.0000	184.00
30	1	EA	3/4X1-1/2 TEE PJCXPJC 74760-22 NO LEAD	115.0000	115.00
40	2	EA	3/4X5/8X3/4 BALL VALVE PJCXMSN NO LEAD 76100MW22	59.0000	118.00
50	2	EA	14X19X12 SINGLE BLACK MTR BOX W/SOLID OVERLAPPING LID	40.0000	80.00
60	11	EA	THIS IS A NON-RETURNABLE ITEM 8X1-1/2 IP 202NS SDL 8.63-9.05	100.0000	1,100.00
70	11	EA	1-1/2" BALL CORP MIPXPJC NO LEAD 74704B-22	184.0000	2,024.00
80	11	EA	3/4X1-1/2 TEE PJCXPJC 74760-22 NO LEAD	115.0000	1,265.00
90	22	EA	3/4X5/8X3/4 BALL VALVE PJCXMSN NO LEAD 76100MW22	59.0000	1,298.00
100	22	EA	14X19X12 SINGLE BLACK MTR BOX W/SOLID OVERLAPPING LID	40.0000	880.00
110	1	EA	THIS IS A NON-RETURNABLE ITEM 10X1 CC 202NS SDL 10.00-11.10	114.0000	114.00
120	1	EA	1" BALL CORP CCXPJC 74701B-22 NO LEAD	83.0000	83.00
130	1	EA	1"X3/4"X3/4" BALL VLV PJCXMSN NO LEAD 76100MW-22	97.0000	97.00
140	1	EA	14X19X12 SINGLE BLACK MTR BOX W/SOLID OVERLAPPING LID	40.0000	40.00
150	13	EA	THIS IS A NON-RETURNABLE ITEM 8X1 CC 202NS SDL 8.63-9.05	94.0000	1,222.00
160	13	EA	1" BALL CORP CCXPJC 74701B-22 NO LEAD	83.0000	1,079.00
170	13	EA	1"X3/4"X3/4" BALL VLV PJCXMSN NO LEAD 76100MW-22	97.0000	1,261.00
180	13	EA	14X19X12 SINGLE BLACK MTR BOX W/SOLID OVERLAPPING LID	40.0000	520.00
190	24	EA	THIS IS A NON-RETURNABLE ITEM 6X1-1/2 IP 202NS SDL 6.63-6.90	88.0000	2,112.00
200	24	EA	1-1/2" BALL CORP MIPXPJC NO LEAD 74704B-22	184.0000	4,416.00
210	24	EA	3/4X1-1/2 TEE PJCXPJC 74760-22 NO LEAD	115.0000	2,760.00
220	48	EA	3/4X5/8X3/4 BALL VALVE PJCXMSN NO LEAD 76100MW22	59.0000	2,832.00
230	48	EA	14X19X12 SINGLE PURPLE MTR BOX W/SOLID OVERLAPPING LID	40.2500	1,932.00
240	26	EA	THIS IS A NON-RETURNABLE ITEM 4X1-1/2 IP 202NS SDL 4.50-4.80	84.0000	2,184.00
250	26	EA	1-1/2" BALL CORP MIPXPJC NO LEAD 74704B-22	184.0000	4,784.00
260	26	EA	3/4X1-1/2 TEE PJCXPJC 74760-22	115.0000	2,990.00

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

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CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
232874	SALES ORDER 6392647	6451220	2/12/24	2

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
270	52	EA	NO LEAD 3/4X5/8X3/4 BALL VALVE PJCXMSN	59.0000	3,068.00
280	52	EA	NO LEAD 76100MW22 14X19X12 SINGLE PURPLE MTR BOX W/SOLID OVERLAPPING LID	40.2500	2,093.00
290	11	EA	THIS IS A NON-RETURNABLE ITEM 6X1 CC 202NS SDL 6.63-6.90	81.0000	891.00
300	11	EA	1" BALL CORP CCXPJC 74701B-22 NO LEAD	83.0000	913.00
310	11	EA	1"X3/4"X3/4" BALL VLV PJCXMSN NO LEAD 76100MW-22	97.0000	1,067.00
320	11	EA	14X19X12 SINGLE PURPLE MTR BOX W/SOLID OVERLAPPING LID THIS IS A NON-RETURNABLE ITEM	40.2500	442.75
330	7	EA	4X1 CC 202NS SDL 4.50-4.80	71.0000	497.00
340	7	EA	1" BALL CORP CCXPJC 74701B-22 NO LEAD	83.0000	581.00
350	7	EA	1"X3/4"X3/4" BALL VLV PJCXMSN NO LEAD 76100MW-22	97.0000	679.00
360	7	EA	14X19X12 SINGLE PURPLE MTR BOX W/SOLID OVERLAPPING LID THIS IS A NON-RETURNABLE ITEM	40.2500	281.75
Subtotal:					46,126.50
Bid Total:					46,126.50

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.

After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

Ent By BS1 2/12/24 9:49:22

WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT

7DIV

Westview South Community Development District

Change order to Purchase Order #2177-05

Change Order No. 9

Project: Westview POD B Spine Road-N2A2B

Owner: Westview South CDD

Seller: Fortiline Waterworks

Contractor: Jr. Davis Construction Company, Inc.

Date 3/18/2024

ITEM NO.	CHANGE ON PURCHASE ORDER	DESCRIPTION OF CHANGE	AMOUNT + / (-)
1	6" C900 DR18 pipe- offset for fire hydrant	Add	\$ 505.60
2	6" SDR35 PVC Wye and Plug - add to planned qty for sewer service	Add	\$ 2,340.00
3	4" accessories - Reclaim fittings lost onsite	Add	\$ 560.00

Net Change Order Amount \$ 3,405.60

Purchase Order Amount Prior to Change Order \$ 1,930,025.26

Revised Purchase Order Amount \$ 1,933,430.86

Comments

Acceptable To: Ben Scott 03/19/24
 Fortiline Waterworks Date

Acceptable To: Marc A Goodman Date
 Jr. Davis Construction Company, Inc. Date

Digitally signed by Marc A Goodman
 Date: 2024.03.18 10:08:53 -04'00'

Approved By: Josh Kalin 3/26/2024
 Westview South Community Development District Date

DocuSigned by: 1931330FA90A413...

**Recommended By
 Atwell, LLC - CDD
 Engineer**



Digitally signed by Larry T Ray
 DN: CN=Larry T Ray,
 dnQualifier=A01410C000001896A51F5970006B4AD,
 O=Florida, C=US
 Date: 2024.03.19 13:27:12-04'00'



SALES ORDER ACKNOWLEDGEMENT

6436248

REMIT TO:	WAREHOUSE: 006	PAYMENT: CHARGE
FORTILINE ORLANDO PO BOX 744053 ATLANTA, GA 30384-4053	FORTILINE ORLANDO 2291 W AIRPORT BLVD SANFORD, FL 32771 Phone # 407 688 9191	
SOLD TO: 232874	SHIP TO:	SPECIAL INSTRUCTIONS:
WESTVIEW SOUTH CDD P.O. BOX 810036 BOCA RATON, FL 33481	WESTVIEW SOUTH CDD POINCIANA PKWY & KOA ST. KISSIMMEE, FL 34746	BILLY: 321.437.8075 NATIONAL PIPE

CUSTOMER PO	JOB NAME	JOB #	CSR SLS	ORDER DATE	SHIPPING METHOD	ORIG ORDER #
2177-	WSTVIEW2A2B	2177	JCW CHB	3/15/24	OUR TRUCK	6298132

LINE	ITEM/DESCRIPTION	UOM	ORDER	SHIPPED	B/O	UNIT PRICE	DISCOUNT	NET PRICE
001	618B 019824 Y02 6" C900 DR18 PIPE BLUE	FT	40	40	0	12.6400		505.60
002	6SDW 019549 Y09 6" SDR35 PVC DOUBLE WYE GXG	EA	20	20	0	101.0000		2020.00
003	6SP 019341 Y09 6" SDR35 PVC SPIGOT PLUG	EA	40	40	0	8.0000		320.00
004	4RALG 015655 W05 001 001 / W05 001 003 4" MJ REGULAR ACC LESS GLAND	EA	40	40	0	14.0000		560.00

NO. CTNS	WEIGHT	SHIPPED VIA	SHIP DATE	PICKED BY	FILLED BY	Subtotal:	3,405.60
						Tax:	.00
OT OUR TRUCK						Freight:	.00
PACKED BY	CHECKED BY	DATE RECEIVED	RECEIVED BY			Other:	
MERCHANDISE CANNOT BE RETURNED WITHOUT PRIOR AUTHORIZATION Any shortages or discrepancies concerning this order must be reported within 24 hours.						Total Due:	3,405.60

WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT

7DV

Westview South Community Development District

Change order to Purchase Order #2177-05

Change Order No. 10

Project: Westview POD B Spine Road-N2A2B

Owner: Westview South CDD

Seller: Fortiline Waterworks

Contractor: Jr. Davis Construction Company, Inc.

Date 3/26/2024

ITEM NO.	CHANGE ON PURCHASE ORDER	DESCRIPTION OF CHANGE	AMOUNT + / (-)
1	Material waste/overage	Add	\$ 4,820.80
2	Additional incidental material items	Add	\$ 10,000.00

Net Change Order Amount \$ 14,820.80

Purchase Order Amount Prior to Change Order \$ 1,933,430.86

Revised Purchase Order Amount \$ 1,948,251.66

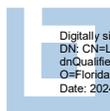
Comments _____

Acceptable To: Ben Scott 03/28/24
 Fortiline Waterworks Date

Acceptable To: **Marc A Goodman** Digitally signed by Marc A Goodman
 Jr. Davis Construction Company, Inc. Date: 2024.03.26 15:29:14 -04'00'
Date

Approved By: DocuSigned by: Josh Kalin 4/23/2024
 Westview South Community Development District Date

Recommended by Atwell, LLC CDD Engineer



Digitally signed by Larry T Ray
 DN: CN=Larry T Ray,
 dnQualifier=A01410C00001896A51F597006B4AD,
 O=Florida, C=US
 Date: 2024.04.02 08:12:33-04'00'



SALES ORDER ACKNOWLEDGEMENT

6448814

REMIT TO:	WAREHOUSE: 006	PAYMENT: CHARGE
FORTILINE ORLANDO PO BOX 744053 ATLANTA, GA 30384-4053	FORTILINE ORLANDO 2291 W AIRPORT BLVD SANFORD, FL 32771 Phone # 407 688 9191	

SOLD TO: 232874	SHIP TO:	SPECIAL INSTRUCTIONS:
WESTVIEW SOUTH CDD P.O. BOX 810036 BOCA RATON, FL 33481 Bid #: 6415682 C/O#: 6298132	WESTVIEW SOUTH CDD POINCIANA PKWY & KOA ST. KISSIMMEE, FL 34746 Promised Date: 03/29/24	BILLY: 321.437.8075 NATIONAL PIPE ORDERED BY: MARC

CUSTOMER PO	JOB NAME	JOB #	CSR	SLS	ORDER DATE	SHIPPING METHOD	ORIG ORDER #
2177-	WSTVIEW2A2B	2177	JCW	BS1	3/26/24	OUR TRUCK	6298132

LINE	ITEM/DESCRIPTION	UOM	ORDER	SHIPPED	B/O	UNIT PRICE	DISCOUNT	NET PRICE
001	1018B Y02 10" C900 DR18 PIPE BLUE P/U B/O IN DAYTONA IF POSSIBLE	FT	160	140	20	30.1300		4820.80

NO. CTNS	WEIGHT	SHIPPED VIA	SHIP DATE	PICKED BY	FILLED BY	Subtotal:	4,820.80
						Tax:	.00
OT OUR TRUCK						Freight:	.00
PACKED BY	CHECKED BY	DATE RECEIVED	RECEIVED BY			Other:	
<small>MERCHANDISE CANNOT BE RETURNED WITHOUT PRIOR AUTHORIZATION Any shortages or discrepancies concerning this order must be reported within 24 hours.</small>						Total Due:	4,820.80

WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT

7E1

CHANGE ORDER NO. 5

Date of Issuance: December 22, 2023 Effective Date: _____

Project: Pod B	District: Westview South Community Development District	District's Contract No.:
Contract: Master Agreement for Land Development Services		Date of Contract: March 7, 2022, authorizing addendum of August 7, 2023 assigned on August 31, 2023
Contractor: Jr. Davis Construction Company, Inc.		Architect's/Engineer's Project No.:

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: **Sleeves balance of project**

Attachments:

CHANGE IN CONTRACT PRICE:

Original Contract Price/Authorizing Addendum:

\$31,171,751.90

Increase/Decrease from prior Change Orders:

\$11,272,371.41

Contract Price prior to this Change Order:

\$42,444,123.31

Increase/Decrease of this Change Order:

\$121,037.33

Contract Price incorporating this Change Order:

\$42,565,160.64

CHANGE IN CONTRACT TIMES:

Original Contract ~~Working days~~ ~~Calendar days~~
Times:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

~~Increase/Decrease from previously approved Change Orders~~

No. _____ to No. _____;

Substantial completion (days): _____

Ready for final payment (days): _____

~~Contract Times prior to this Change Order:~~

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

~~Increase/Decrease of this Change Order:~~

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

~~Contract Times with all approved Change Orders:~~

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

RECOMMENDED BY:
ATWELL, LLC
DISTRICT ENGINEER

By: _____

Title: Sr. P. M.

Date: 1/29/24

ACCEPTED:
WESTVIEW SOUTH COMMUNITY
DEVELOPMENT DISTRICT

DocuSigned by:
Josh Kalin

Title: Chairman

Date: 1/29/2024

ACCEPTED:
JR. DAVIS CONSTRUCTION COMPANY
INC.

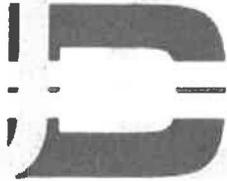
By: _____

Title: CFO

Date: 1/8/24

MJ

Westview Pod B Watermark Blvd. Sleeves balance of Project



Jr. Davis Construction Company, Inc.

JR. DAVIS CONSTRUCTION

210 Hangar Road
Kissimmee, FL, 34741

Contact: Marc Goodman
Phone: 407-870-0066
Email: marc.goodman@jr-davis.com

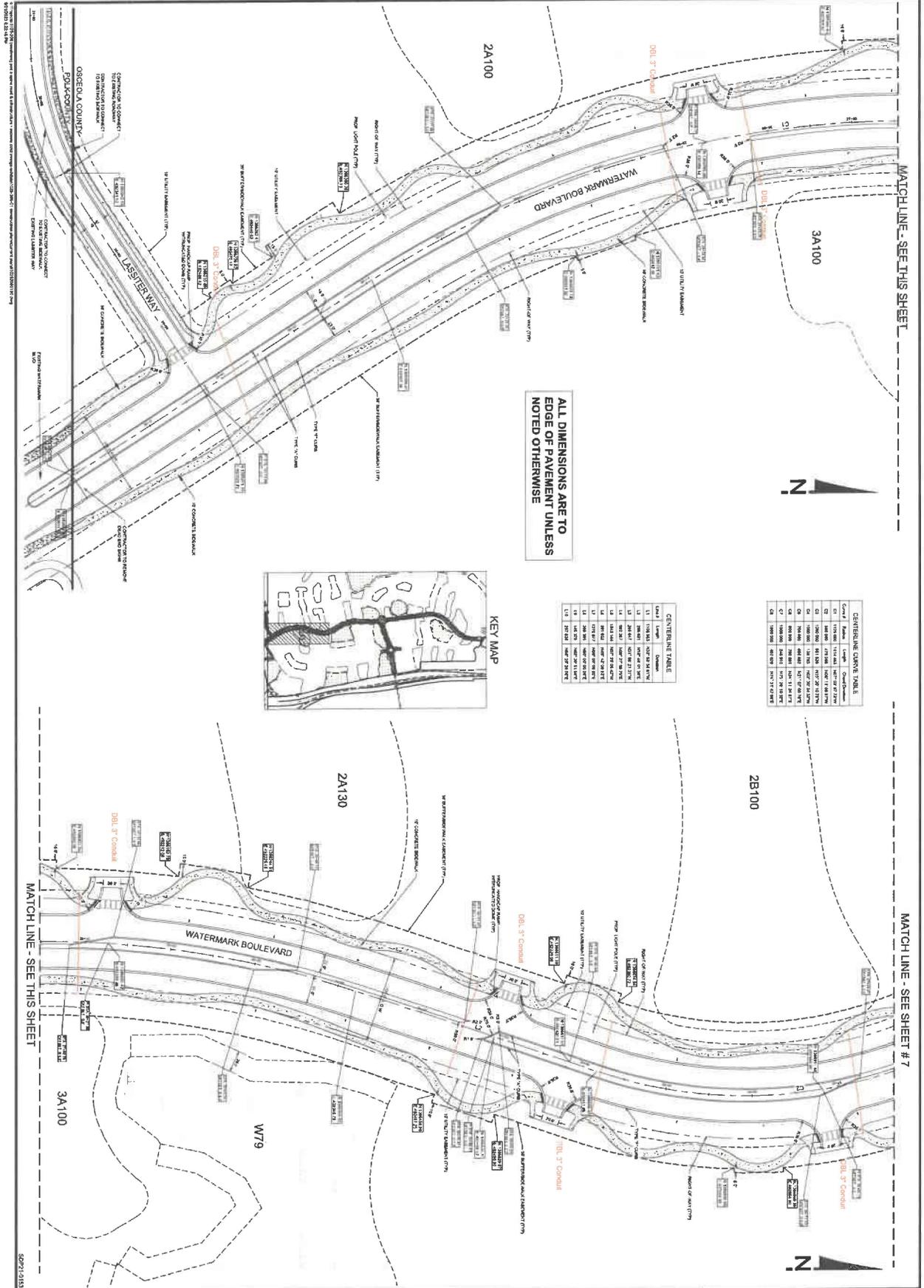
Quote To: Patrick Wood
Company: Westview South CDD
Phone:
Email: PWood@TaylorMorrison.com
HCSS: 2177RFCO8

Proposal Date: 12/22/2023
Date of Plans:
Revision Date:
Addendums:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	SURVEY	1.00	LS	3,200.00	3,200.00
20	3" SCH 40 PVC ELECTRICAL CONDUIT SLEEVING	5,180.00	LF	22.18	114,892.40
30	BOND	1.00	LS	2,944.93	2,944.93
GRAND TOTAL					\$121,037.33

NOTES:

Proposal based on sketch approved on 12/21/23, assuming 2 each 3" conduits at each intersection.

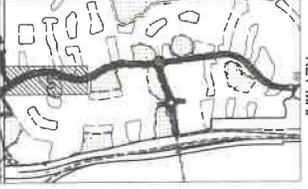


ALL DIMENSIONS ARE TO
EDGE OF PAVEMENT UNLESS
NOTED OTHERWISE



CENTRELINE CURVE TABLE

Curve #	Station	Length	Chord
C1	1174.88	114.44	114.44
C2	1289.32	114.44	114.44
C3	1403.76	114.44	114.44
C4	1518.20	114.44	114.44
C5	1632.64	114.44	114.44
C6	1747.08	114.44	114.44
C7	1861.52	114.44	114.44
C8	1975.96	114.44	114.44
C9	2090.40	114.44	114.44
C10	2204.84	114.44	114.44
C11	2319.28	114.44	114.44
C12	2433.72	114.44	114.44
C13	2548.16	114.44	114.44
C14	2662.60	114.44	114.44
C15	2777.04	114.44	114.44
C16	2891.48	114.44	114.44
C17	3005.92	114.44	114.44
C18	3120.36	114.44	114.44
C19	3234.80	114.44	114.44
C20	3349.24	114.44	114.44
C21	3463.68	114.44	114.44
C22	3578.12	114.44	114.44
C23	3692.56	114.44	114.44
C24	3807.00	114.44	114.44
C25	3921.44	114.44	114.44
C26	4035.88	114.44	114.44
C27	4150.32	114.44	114.44
C28	4264.76	114.44	114.44
C29	4379.20	114.44	114.44
C30	4493.64	114.44	114.44
C31	4608.08	114.44	114.44
C32	4722.52	114.44	114.44
C33	4836.96	114.44	114.44
C34	4951.40	114.44	114.44
C35	5065.84	114.44	114.44
C36	5180.28	114.44	114.44
C37	5294.72	114.44	114.44
C38	5409.16	114.44	114.44
C39	5523.60	114.44	114.44
C40	5638.04	114.44	114.44
C41	5752.48	114.44	114.44
C42	5866.92	114.44	114.44
C43	5981.36	114.44	114.44
C44	6095.80	114.44	114.44
C45	6210.24	114.44	114.44
C46	6324.68	114.44	114.44
C47	6439.12	114.44	114.44
C48	6553.56	114.44	114.44
C49	6668.00	114.44	114.44
C50	6782.44	114.44	114.44
C51	6896.88	114.44	114.44
C52	7011.32	114.44	114.44
C53	7125.76	114.44	114.44
C54	7240.20	114.44	114.44
C55	7354.64	114.44	114.44
C56	7469.08	114.44	114.44
C57	7583.52	114.44	114.44
C58	7697.96	114.44	114.44
C59	7812.40	114.44	114.44
C60	7926.84	114.44	114.44
C61	8041.28	114.44	114.44
C62	8155.72	114.44	114.44
C63	8270.16	114.44	114.44
C64	8384.60	114.44	114.44
C65	8499.04	114.44	114.44
C66	8613.48	114.44	114.44
C67	8727.92	114.44	114.44
C68	8842.36	114.44	114.44
C69	8956.80	114.44	114.44
C70	9071.24	114.44	114.44
C71	9185.68	114.44	114.44
C72	9300.12	114.44	114.44
C73	9414.56	114.44	114.44
C74	9529.00	114.44	114.44
C75	9643.44	114.44	114.44
C76	9757.88	114.44	114.44
C77	9872.32	114.44	114.44
C78	9986.76	114.44	114.44
C79	10101.20	114.44	114.44
C80	10215.64	114.44	114.44
C81	10330.08	114.44	114.44
C82	10444.52	114.44	114.44
C83	10558.96	114.44	114.44
C84	10673.40	114.44	114.44
C85	10787.84	114.44	114.44
C86	10902.28	114.44	114.44
C87	11016.72	114.44	114.44
C88	11131.16	114.44	114.44
C89	11245.60	114.44	114.44
C90	11360.04	114.44	114.44
C91	11474.48	114.44	114.44
C92	11588.92	114.44	114.44
C93	11703.36	114.44	114.44
C94	11817.80	114.44	114.44
C95	11932.24	114.44	114.44
C96	12046.68	114.44	114.44
C97	12161.12	114.44	114.44
C98	12275.56	114.44	114.44
C99	12390.00	114.44	114.44
C100	12504.44	114.44	114.44



CONSTRUCTION PLANS FOR
**WESTVIEW POD B
WATERMARK BLVD**

GEOMETRY PLAN

**WALDROP
ENGINEERING**
AN ATWELL GROUP COMPANY

4705 UNIVERSITY BLVD
SUITE 200
MARIETTA, GA 30067
P: 404-775-8500 F: 404-775-8599 EMAIL: info@waldrop.com

DATE: 12/15/11

PROJECT: WESTVIEW POD B

SHEET: 1025-2006-1

9

PLAN REVISIONS

NO.	DATE	DESCRIPTION
01	12/15/11	RESPONSE TO TPO WATER AUTHORITY COMMENTS
02	12/15/11	RESPONSE TO TPO WATER AUTHORITY COMMENTS
03	12/15/11	RESPONSE TO TPO WATER AUTHORITY COMMENTS
04	12/15/11	RESPONSE TO TPO WATER AUTHORITY COMMENTS
05	12/15/11	RESPONSE TO TPO WATER AUTHORITY COMMENTS
06	12/15/11	RESPONSE TO TPO WATER AUTHORITY COMMENTS
07	12/15/11	RESPONSE TO TPO WATER AUTHORITY COMMENTS
08	12/15/11	RESPONSE TO TPO WATER AUTHORITY COMMENTS
09	12/15/11	RESPONSE TO TPO WATER AUTHORITY COMMENTS
10	12/15/11	RESPONSE TO TPO WATER AUTHORITY COMMENTS
11	12/15/11	RESPONSE TO TPO WATER AUTHORITY COMMENTS
12	12/15/11	RESPONSE TO TPO WATER AUTHORITY COMMENTS
13	12/15/11	RESPONSE TO TPO WATER AUTHORITY COMMENTS
14	12/15/11	RESPONSE TO TPO WATER AUTHORITY COMMENTS
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16	12/15/11	RESPONSE TO TPO WATER AUTHORITY COMMENTS
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21	12/15/11	RESPONSE TO TPO WATER AUTHORITY COMMENTS
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66	12/15/11	RESPONSE TO TPO WATER AUTHORITY COMMENTS
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71	12/15/11	RESPONSE TO TPO WATER AUTHORITY COMMENTS
72	12/15/11	RESPONSE TO TPO WATER AUTHORITY COMMENTS
73	12/15/11	RESPONSE TO TPO WATER AUTHORITY COMMENTS
74	12/15/11	RESPONSE TO TPO WATER AUTHORITY COMMENTS
75	12/15/11	RESPONSE TO TPO WATER AUTHORITY COMMENTS
76	12/15/11	RESPONSE TO TPO WATER AUTHORITY COMMENTS
77	12/15/11	RESPONSE TO TPO WATER AUTHORITY COMMENTS
78	12/15/11	RESPONSE TO TPO WATER AUTHORITY COMMENTS
79	12/15/11	RESPONSE TO TPO WATER AUTHORITY COMMENTS
80	12/15/11	RESPONSE TO TPO WATER AUTHORITY COMMENTS
81	12/15/11	RESPONSE TO TPO WATER AUTHORITY COMMENTS
82	12/15/11	RESPONSE TO TPO WATER AUTHORITY COMMENTS
83	12/15/11	RESPONSE TO TPO WATER AUTHORITY COMMENTS
84	12/15/11	RESPONSE TO TPO WATER AUTHORITY COMMENTS
85	12/15/11	RESPONSE TO TPO WATER AUTHORITY COMMENTS
86	12/15/11	RESPONSE TO TPO WATER AUTHORITY COMMENTS
87	12/15/11	RESPONSE TO TPO WATER AUTHORITY COMMENTS
88	12/15/11	RESPONSE TO TPO WATER AUTHORITY COMMENTS
89	12/15/11	RESPONSE TO TPO WATER AUTHORITY COMMENTS
90	12/15/11	RESPONSE TO TPO WATER AUTHORITY COMMENTS
91	12/15/11	RESPONSE TO TPO WATER AUTHORITY COMMENTS
92	12/15/11	RESPONSE TO TPO WATER AUTHORITY COMMENTS
93	12/15/11	RESPONSE TO TPO WATER AUTHORITY COMMENTS
94	12/15/11	RESPONSE TO TPO WATER AUTHORITY COMMENTS
95	12/15/11	RESPONSE TO TPO WATER AUTHORITY COMMENTS
96	12/15/11	RESPONSE TO TPO WATER AUTHORITY COMMENTS
97	12/15/11	RESPONSE TO TPO WATER AUTHORITY COMMENTS
98	12/15/11	RESPONSE TO TPO WATER AUTHORITY COMMENTS
99	12/15/11	RESPONSE TO TPO WATER AUTHORITY COMMENTS
100	12/15/11	RESPONSE TO TPO WATER AUTHORITY COMMENTS

WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT

7E11

CHANGE ORDER NO. 6

Date of Issuance: January 10, 2024 Effective Date: _____

Project: Pod B	District: Westview South Community Development District	District's Contract No :
Contract: Master Agreement for Land Development Services		Date of Contract: March 7, 2022, authorizing addendum of August 7, 2023 assigned on August 31, 2023
Contractor: Jr. Davis Construction Company, Inc.		Architect's/Engineer's Project No.

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: **Electrical sleeve crossing**

Attachments:

CHANGE IN CONTRACT PRICE:

Original Contract Price/Authorizing Addendum:

\$31,171,751.90

Increase/Decrease from prior Change Orders:

\$11,393,408.74

Contract Price prior to this Change Order:

\$42,565,160.64

Increase/Decrease of this Change Order:

\$148,306.04

Contract Price incorporating this Change Order:

\$42,713,466.68

CHANGE IN CONTRACT TIMES:

Original Contract ~~Working days~~ ~~Calendar days~~
Times:

~~Substantial completion (days or date):~~

~~Ready for final payment (days or date):~~

~~Increase/Decrease from previously approved Change Orders~~

~~No. _____ to No. _____;~~

~~Substantial completion (days):~~

~~Ready for final payment (days):~~

~~Contract Times prior to this Change Order:~~

~~Substantial completion (days or date):~~

~~Ready for final payment (days or date):~~

~~Increase/Decrease of this Change Order:~~

~~Substantial completion (days or date):~~

~~Ready for final payment (days or date):~~

~~Contract Times with all approved Change Orders:~~

~~Substantial completion (days or date):~~

~~Ready for final payment (days or date):~~

RECOMMENDED BY:
ATWELL, LLC
DISTRICT ENGINEER

By _____

Title _____

Date: _____

[Signature]
S.E. P.M.
1/29/24

ACCEPTED:
WESTVIEW SOUTH COMMUNITY
DEVELOPMENT DISTRICT

DocuSigned by:

By _____

Title: _____

Date: _____

[Signature]
Josh Kalin
1931330FA90A413...
Chairman
1/29/2024

ACCEPTED:
JR. DAVIS CONSTRUCTION COMPANY
INC.

By _____

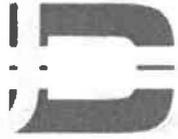
Title: _____

Date: _____

[Signature]
President *[Signature]*
1-15-24

EXHIBIT A

2177 Wetview 2A & 2B Electrical Sleeve Crossing



Jr. Davis Construction Company, Inc.

JR. DAVIS CONSTRUCTION210 Hangar Road
Kissimmee, FL, 34741

Contact: Marc Goodman

Phone: 407-870-0066

Email: Marc.Goodman@jr-davis.com

Quote To: Patrick Wood
Company: Westview South CDD
Phone: PWood@TaylorMorrison.com
Email:Proposal Date: January 09, 2024
Date of Plans:
Revision Date: 12/06/23 Duke Energy
Addendums:

HCSS: 2177RFC007

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
ELECTRICAL CROSSINGS					
70010	SURVEY/LAYOUT	1.00	LS	2,485.00	2,485.00
70101	3" SCH40 PVC ELECTRICAL CONDUIT	4,432.00	LF	22.18	98,301.76
70201	6" SCH40 PVC ELECTRICAL CONDUIT	985.00	LF	44.80	44,128.00
80000	BOND PREMIUM	1.00	LS	3,391.28	3,391.28
GRAND TOTAL					\$148,386.04

NOTES:

Proposal is for conduit crossing roadways only. All other conduit by others.

Proposal is based on all dewatering being discharged offsite.

GIVEN THE CURRENT PRICING AND SUPPLY CHAIN CHALLENGES ALL MATERIAL WILL BE PRICED AT TIME OF SHIPMENT AND THE BID ITEM PRICING IS MEANT ONLY AS AN ESTIMATE FOR BID PURPOSES ONLY

WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT

7E111

CHANGE ORDER NO. 7

Date of Issuance: January 10, 2024 Effective Date: _____

Project: Pod B	District: Westview South Community Development District	District's Contract No: _____
Contract: Master Agreement for Land Development Services		Date of Contract: March 7, 2022, authorizing addendum of August 7, 2023 assigned on August 31, 2023
Contractor: Jr. Davls Construction Company, Inc.		Architect's/Engineer's Project No.: _____

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: **Irrigation sleeving based on September 20, 2023 designs**

Attachments: _____

CHANGE IN CONTRACT PRICE:

Original Contract Price/Authorizing Addendum:

\$31,171,751.90

Increase/Decrease from prior Change Orders:

\$11,541,714.78

Contract Price prior to this Change Order:

\$42,713,466.68

Increase/Decrease of this Change Order:

\$35,967.05

Contract Price incorporating this Change Order:

\$42,749,433.73

CHANGE IN CONTRACT TIMES:

Original Contract Times: Working days Calendar days

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Increase/Decrease from previously approved Change Orders

No. _____ to No. _____

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Increase/Decrease of this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

RECOMMENDED BY:
ATWELL, LLC
DISTRICT ENGINEER

By: [Signature]
Title: Jr. P.M.
Date: 1/29/24

ACCEPTED:
WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT

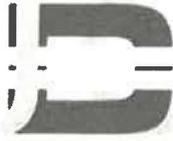
DocuSigned by:
Josh Kalin
1931330FA90A413...
Chairman
Date: 1/29/2024

ACCEPTED:
JR. DAVIS CONSTRUCTION COMPANY INC.

By: [Signature]
Title: President
Date: 1-15-24

EXHIBIT A

Westview Pod B N2A2B Irrigation Sleeves



Jr. Davis Construction Company, Inc.

JR. DAVIS CONSTRUCTION

218 Hangar Road
Kissimmee, FL, 34741

Contact: Marc Goodman

Phone: 407-870-0066

Email: marc.goodman@jr-davis.com

Quote To: Patrick Wood
Company: Westview South CDD
Phone:
Email: PWood@TaylorMorrison.com
HCSS: 2177RFCO9

Proposal Date: 01/09/24
Date of Plans:
Revision Date:
Addendums:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	SURVEY	1.00	LS	4,200.00	4,200.00
20	4" SCH 40 PVC IRRIGATION SLEEVING	580.00	LF	32.60	18,908.00
30	2" SCH 40 PVE IRRIGATION SLEEVING	540.00	LF	22.18	11,977.20
40	PERFORMANCE BOND	1.00	LS	881.85	881.85
GRAND TOTAL					33,967.05

NOTES:

Proposal based on Landscape Plans provided, dated September 20, 2023, by Ronnett Design Group

WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT

ZEIV

CHANGE ORDER NO. 8

Date of Issuance: March 20, 2024 Effective Date: _____

Project: Pod B	District: Westview South Community Development District	District's Contract No
Contract: Master Agreement for Land Development Services		Date of Contract: March 7, 2022, authorizing addendum of August 7, 2023 assigned on August 31, 2023
Contractor: Jr. Davis Construction Company, Inc.		Architect's/Engineer's Project No.:

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: **Storm changes**

Attachments:

CHANGE IN CONTRACT PRICE:

Original Contract Price/Authorizing Addendum:

\$31,171,751.90

Increase/Decrease from prior Change Orders:

\$11,577,681.83

Contract Price prior to this Change Order:

\$42,749,433.73

Increase/Decrease of this Change Order:

\$35,668.00

Contract Price Incorporating this Change Order:

\$42,785,091.73

CHANGE IN CONTRACT TIMES:

Original Contract - Working days - Calendar days
Times:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Increase/Decrease from previously approved Change Orders

No. _____ to No. _____

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Increase/Decrease of this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

RECOMMENDED BY:
ATWELL, LLC
DISTRICT ENGINEER

By:

Title: SR. P.M.

Date: 3/22/24

ACCEPTED:
WESTVIEW SOUTH COMMUNITY
DEVELOPMENT DISTRICT

DocuSigned by:

1931330FA90A413...

Title: Chairman

Date: 4/4/2024

ACCEPTED:
JR. DAVIS CONSTRUCTION COMPANY
INC.

By:

Title: Asa de Armas / C.F.O

Date: 3/21/24

Mg SID

Westview Pod B N2A2B RFI#52 Storm Changes



Jr. Davis Construction Company, Inc.

JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: Marc Goodman

Phone: 407-870-0066

Email: marc.goodman@jr-davis.com

Quote To: Patrick Wood
Company: Westview South CDD
Phone:
Email: PWood@TaylorMorrison.com
HCSS: 2177RFC10

Proposal Date: 01/30/24
Date of Plans:
Revision Date:
Addendums:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	SURVEY	1.00	LS	1,100.00	1,100.00
20	TYPE P MANHOLE (2B100-B)	1.00	EA	11,559.00	11,559.00
30	MOD TYPE P MANHOLE (EXISTING 2B100-A)	1.00	EA	6,450.00	6,450.00
35	REMOVE AND REPLACE 30" RCP	74.00	LF	216.00	15,984.00
40	PERFORMANCE BOND	1.00	LS	565.00	565.00
GRAND TOTAL					\$35,658.00

NOTES:

Proposal based on response to RFI #52, Revised Plan Sheet C4.09, dated 1/23/24.

WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT

7EV

CHANGE ORDER NO. 9

Date of Issuance: March 20, 2024 Effective Date: _____

Project: Pod B	District: Westview South Community Development District	District's Contract No: _____
Contract: Master Agreement for Land Development Services		Date of Contract: March 7, 2022, authorizing addendum of August 7, 2023 assigned on August 31, 2023
Contractor: Jr. Davis Construction Company, Inc.		Architect's/Engineer's Project No: _____

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: **Added handrail**

Attachments: _____

CHANGE IN CONTRACT PRICE:

Original Contract Price/Authorizing Addendum:

\$31,171,751.90

Increase/Decrease from prior Change Orders:

\$11,613,339.83

Contract Price prior to this Change Order:

\$42,785,091.73

Increase/Decrease of this Change Order:

\$5,265.90

Contract Price incorporating this Change Order:

\$42,790,357.63

CHANGE IN CONTRACT TIMES:

Original Contract ~~Working days~~ ~~Calendar days~~
Times:

~~Substantial completion (days or date):~~

~~Ready for final payment (days or date):~~

~~Increase/Decrease from previously approved Change Orders~~

~~No. _____ to No. _____~~

~~Substantial completion (days):~~

~~Ready for final payment (days):~~

~~Contract Times prior to this Change Order:~~

~~Substantial completion (days or date):~~

~~Ready for final payment (days or date):~~

~~Increase/Decrease of this Change Order:~~

~~Substantial completion (days or date):~~

~~Ready for final payment (days or date):~~

~~Contract Times with all approved Change Orders:~~

~~Substantial completion (days or date):~~

~~Ready for final payment (days or date):~~

RECOMMENDED BY:
ATWELL, LLC
DISTRICT ENGINEER

By: _____

Title: SR. P. M.

Date: 3/22/24

ACCEPTED:
WESTVIEW SOUTH COMMUNITY
DEVELOPMENT DISTRICT

By: _____

Title: Chairman

Date: 4/4/2024

ACCEPTED:
JR. DAVIS CONSTRUCTION COMPANY
INC.

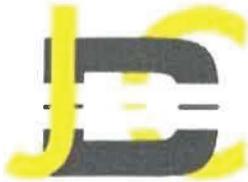
By: _____

Title: Asa de Armas / C.F.O.

Date: 3/21/24

Mg SD

Westview Pod B Spine Rd Added Handrail per RFI 24



Jr. Davis Construction Company, Inc.

JR. DAVIS CONSTRUCTION

210 Hangar Road
Kissimmee, FL, 34741

Contact: Marc Goodman
Phone: 407-870-0066
Email: marc.goodman@jr-davis.com

Quote To: Patrick Wood
Company: Westview South CDD
Phone:
Email: PWood@TaylorMorrison.com
HCSS: 2177RFC10

Proposal Date: 02/20/24
Date of Plans:
Revision Date:
Addendums:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	FDOT ALUMINUM 515-062 BICYCLE RAIL	30.00	LF	175.53	5,265.90
GRAND TOTAL					\$5,265.90

NOTES:

Proposal based on response to RFI #24, Revised Plan Sheet 15 REV 25 dated 02/09/24.

WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT

7EVI

CHANGE ORDER NO. 10

Date of Issuance: March 20, 2024 Effective Date: _____

Project: Pod B	District: Westview South Community Development District	District's Contract No. _____
Contract: Master Agreement for Land Development Services		Date of Contract: March 7, 2022, authorizing addendum of August 7, 2023 assigned on August 31, 2023
Contractor: Jr. Davis Construction Company, Inc.		Architect's/Engineer's Project No. _____

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: **Storm Changes**

Attachments: _____

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price/Authorizing Addendum: \$31,171,751.90	Original Contract Working days Calendar days Times: _____ Substantial completion (days or date): _____ _____ Ready for final payment (days or date): _____
Increase/Decrease from prior Change Orders: \$11,618,605.73	Increase/Decrease from previously approved Change Orders No. _____ to No. _____: _____ Substantial completion (days): _____ _____ Ready for final payment (days): _____
Contract Price prior to this Change Order: \$42,790,357.63	Contract Times prior to this Change Order: _____ Substantial completion (days or date): _____ _____ Ready for final payment (days or date): _____
Increase/Decrease of this Change Order: \$34,081.06	Increase/Decrease of this Change Order: _____ Substantial completion (days or date): _____ _____ Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: \$42,824,418.69	Contract Times with all approved Change Orders: _____ Substantial completion (days or date): _____ _____ Ready for final payment (days or date): _____

RECOMMENDED BY:
ATWELL, LLC
DISTRICT ENGINEER

By: [Signature]
Title: Sr. P.E.
Date: 3/22/24

ACCEPTED:
WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT

DocuSigned by:
By: [Signature]
1931330FA90A413...
Title: Chairman
Date: 4/4/2024

ACCEPTED:
JR. DAVIS CONSTRUCTION COMPANY INC.

By: [Signature]
Title: Asa de Armas / C.F.O. *Mg SD*
Date: 3/21/24

EXHIBIT A

Schedule: Completion Date for scope of this Change Order related to the Neighborhood IIA and IIB
Phase 1 project: September 25, 2024

Westview Pod B N2A2B RFI#45 Storm Changes



Jr. Davis Construction Company, Inc.

JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: Marc Goodman

Phone: 407-870-0066

Email: marc.goodman@jr-davis.com

Quote To: Patrick Wood
 Company: Westview South CDD
 Phone:
 Email: PWood@TaylorMorrison.com
 HCSS: 2177RFC12

Proposal Date: 2/23/24
 Date of Plans:
 Revision Date:
 Addendums:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
30	MOD CURB INLET D-57	1.00	EA	17,115.74	17,115.74
35	MOD CURB INLET D-58	1.00	EA	15,964.10	15,964.10
40	PERFORMANCE BOND	1.00	LS	981.22	981.22
GRAND TOTAL					\$34,061.06

NOTES:

Proposal based on response to RFI #45, Revised Plan Sheet C4.19, dated 1/09/24.

WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT

7E VII

CHANGE ORDER NO. 11

Date of Issuance: March 20, 2024 Effective Date _____

Project: Pod B	Contract: Westview South Community Development District	Original Contract No. _____
Contract: Master Agreement for Land Development Services		Date of Contract: March 7, 2022, authorizing addendum of August 7, 2023 assigned on August 31, 2023
Contractor: Jr. Davis Construction Company, Inc.		Architect/Engineer's Project No.: _____

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: **Storm Changes**

Attachments _____

CHANGE IN CONTRACT PRICE:

Original Contract Price/Authorizing Addendum:

\$31,171,751.90

Increase/Decrease from prior Change Orders:

\$11,652,686.79

Contract Price prior to this Change Order:

\$42,824,418.69

Increase/Decrease of this Change Order:

\$7,866.76

Contract Price incorporating this Change Order:

\$42,832,285.45

CHANGE IN CONTRACT TIMES:

Original Contract ~~Working days~~ ~~Calendar days~~

Time:

~~Substantial completion (days or date):~~
~~Ready for final payment (days or date):~~

~~Increase/Decrease from previously approved Change Orders~~

~~No. _____ to No. _____~~
~~Substantial completion (days):~~
~~Ready for final payment (days):~~

~~Contract Times prior to this Change Order:~~

~~Substantial completion (days or date):~~
~~Ready for final payment (days or date):~~

~~Increase/Decrease of this Change Order:~~

~~Substantial completion (days or date):~~
~~Ready for final payment (days or date):~~

~~Contract Times with all approved Change Orders:~~

~~Substantial completion (days or date):~~
~~Ready for final payment (days or date):~~

RECOMMENDED BY:
ATWELL, LLC
DISTRICT ENGINEER

By:
 Title: SR.P.M.
 Date: 3/22/24

ACCEPTED:
WESTVIEW SOUTH COMMUNITY
DEVELOPMENT DISTRICT

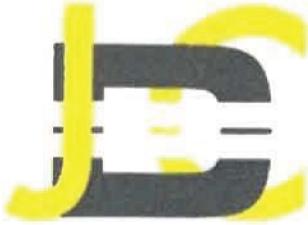
DocuSigned by:

 1931330FA90A413...
 Title: chairman
 Date: 4/4/2024

ACCEPTED:
JR. DAVIS CONSTRUCTION COMPANY
INC.

By:
 Title: Asa de Armas / C.F.O.
 Date: 3/21/24 *mg SD*

Westview Pod B N2A2B RFI#46 Storm Changes



Jr. Davis Construction Company, Inc.

JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: Marc Goodman

Phone: 407-870-0066

Email: marc.goodman@jr-davis.com

Quote To: Patrick Wood
Company: Westview South CDD
Phone:
Email: PWood@TaylorMorrison.com
HCSS: 2177RFCO14

Proposal Date: 3/01/24
Date of Plans:
Revision Date:
Addendums:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
30	MOD CURB INLET D-48	1.00	EA	3,932.75	3,932.75
35	MOD CURB INLET D-49	1.00	EA	3,932.75	3,932.75
40	PERFORMANCE BOND	1.00	LS	1.26	1.26
GRAND TOTAL					\$7,866.76

NOTES:

Proposal based on response to RFI #46, Revised Plan Sheet C4.19, dated 1/09/24.

WESTVIEW SOUTH

COMMUNITY DEVELOPMENT DISTRICT

7F

Westview South Community Development District

Change order to Purchase Order #2177-01

Change Order No. 5

Project: Westview POD B Spine Road

Date 2/12/2024

Owner: Westview South CDD

Seller: Mack Concrete Industries, Inc.

Contractor: Jr. Davis Construction Company, Inc.

ITEM NO.	CHANGE ON PURCHASE ORDER	DESCRIPTION OF CHANGE	AMOUNT + / (-)
1	Field Damaged Replacement - D-25	Add	\$ 1,400.00

Net Change Order Amount \$ 1,400.00

Purchase Order Amount Prior to Change Order \$ 1,762,079.00

Revised Purchase Order Amount \$ 1,763,479.00

Comments

Acceptable To: Mack Concrete Industries 2-12-24
Date

Acceptable To: Marc A Goodman
Digitally signed by Marc A Goodman
Date: 2024.02.12 09:18:40 -05'00'
Jr. Davis Construction Company, Inc. Date

Approved By: DocuSigned by: Josh Kalin
1931330FA90A413
Westview South Community Development District Date 2/16/2024

**Recommended
By Atwell, LLC
CDD Engineer**



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY LARRY THOMAS RAY, P.E. LICENSE #13002 USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SHA AUTHENTICATION CODE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

MACK CONCRETE INDUSTRIES

ta
....

CHANGE ORDER

Customer Name Westview South CDD/Jr Davis Const. Job # 2750 Quote # 66312
 Order Name Westview Pod B Neighborhood 2 (2177) Date sold 2/12/2024
 Order Contact Marc Goodman Phone _____
 Is Approval of Drawings Needed? no Credit Approval _____ Date _____
 Number of Copies to be Sent _____ Special Approval _____ Date _____
 How to Handle _____

DELIVERY INSTRUCTIONS

Delivery Only (Customer Unload)
 Delivery and Unload
 Delivery, Unload, and Set
 Customer Pick-Up
 C.O.D.
 Ship Via

X

ENGINEERING DATA

Date In _____ Out _____
 Drawings Done & Checked _____
 Date to Approval _____
 Date Approved _____
 How Approved _____

QUANTITY DESCRIPTION UNIT PRICE

1 P-3 Curb Inlet (D-25) \$1,400.00

** damaged in field

REASON FOR CHANGE:

Sales Representative Greg Knotts Sales # 110
TOTAL CHANGE ORDER \$ 1,400.00

Plus all applicable sales taxes

WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT

7G

Westview South Community Development District

Change order to Purchase Order #2177-02

Change Order No. 2

Project: Westview POD B Spine Road
 Owner: Westview South CDD
 Seller: Hydro Conduit, LLC d/b/a Rinker Materials
 Contractor: Jr. Davis Construction Company, Inc.

Date 1/29/2024

ITEM NO.	CHANGE ON PURCHASE ORDER	DESCRIPTION OF CHANGE	AMOUNT + / (-)
1	Plan Revision - additional material	Add	\$ 3,915.00
1	Plan Revision - reduction of material	Deduct	\$ (2,960.00)

Net Change Order Amount \$ 955.00

Purchase Order Amount Prior to Change Order \$ 1,379,106.60

Revised Purchase Order Amount \$ 1,380,061.60

Comments See attached QUO-564296-F4Q1B2 dated 1/23/24

Acceptable To: Joleen Kirkland Joleen Kirkland 1/29/24
 Hydro Conduit, LLC d/b/a Rinker Materials Date

Digitally signed by Marc A
 Goodman
 Date: 2024.01.29 11:29:42 -05'00'

Acceptable To: Jr. Davis Construction Company, Inc. Date
 DocuSigned by:

Josh Kalin 2/16/2024

Approved By: Westview South Community Development District Date

**Recommended
 By Atwell, LLC
 CDD Engineer**



Digitally signed by Larry T Ray
 DN: cn=Larry T Ray,
 dnQualifier=A01410C000001896A51F5870006B4AD,
 o=Rinker, c=US
 Date: 2024.02.05 09:12:00-05'00'

THIS SEAL AND SIGNATURE ARE NOT VALID UNLESS THE ORIGINAL DOCUMENT IS SIGNED AND SEALED BY THE SIGNER. PRINTED COPIES OF THIS DOCUMENT ARE NOT VALID UNLESS THE ORIGINAL DOCUMENT IS SIGNED AND SEALED BY THE SIGNER. ANY ELECTRONIC COPIES MUST BE VERIFIED ON ANY ELECTRONIC COPIES.



Quotation

Quote # QUO-564296-F4Q1B2					
Date	01/23/2024	Account Name	Westview South CDD	Reply-To	
Quote #	QUO-564296-F4Q1B2	Contact Name	Westview South CDD	Account Manager	Jennings Litchfield
Revision #	5	Contact Phone	(561) 571-0010	Address	2313 Vulcan Road, Apopka, FL 32703
Project Name	Westview POD B Spine Road	Contact Fax		Phone	407-293-5126
Project #	722890	Contact Email	katherine.cook@jr-davis.com	Fax	407-298-4439
Project Address	Kissimmee, FL 34759			Email	Jennings.Litchfield@Rinkerpipe.com

Rinker Materials' offer to sell the products described in this quotation is expressly conditioned upon Buyer's assent to the Rinker Materials' Standard Terms and Conditions ("Rinker Materials STCs") viewable at www.rinkerpipe.com. A valid tax exemption certificate must be issued to Rinker Materials or sales tax will be added.

Item #	Description	Part #	Quantity	Unit	Extended Unit Price	Unit Total
30	24x8' CL3 PF RCP	1211959	40.00	FT	\$49.60	\$1,984.00
85	24x6' FES OUTLET TG MIA	1349321	1.00	EA	\$1,920.00	\$1,920.00
100	#711 Lubricant 8LB	1181891	1.00	EA	\$11.00	\$11.00
					Total	\$3,915.00
					(Tax not included)	Net Total
						\$3,915.00

Standard Notes

- Pricing includes delivery based on full truck load quantities as near to the point of use as our trucks can move under their own power. A price escalator of 5% will be added on 07/01/2024 for all product not shipped and an additional 5% for every year thereafter. This quotation is presented without review of the plans and specifications for this project. Products quoted are specified to only meet ASTM C-76, ASTM C-507 and FDOT Specifications for road and bridge construction. Any required deviation after review of plans and specifications will require re-quoting and void the quotation.
- This Quotation and the pricing contained herein is expressly conditioned upon your acceptance of (i) the exceptions and changes proposed by us (any change to these exceptions and changes by you shall render this Quotation null and void, in our absolute discretion); and (ii) our Standard Terms and Conditions, without addition, deletion or change.
- This quotation is presented without review of the plans and specifications for this project. Products quoted are specified to only meet ASTM C-507, ASTM C443. Any required deviation from ASTM C-507, ASTM C443 after review of plans and specifications will require re-quoting and void this quotation.
- This quotation is presented without review of the plans and specifications for this project. Products quoted are specified to only meet ASTM C-76, ASTM C443. Any required deviation from ASTM C-76, ASTM C443 after review of plans and specifications will require re-quoting and void this quotation.
- Valid for 30 days from the date of quotation.

PAYMENT TERMS ARE NET10™ PROX, WITHOUT RETENTION OR SETOFF. THIS OFFER IS SUBJECT TO CREDIT APPROVAL. PRICES QUOTED APPLY ONLY TO THE REFERENCED PROJECT AND ARE IN EFFECT FOR 30 DAYS FROM THE DATE OF QUOTATION. PRICES ARE BASED ON THE QUANTITIES SHOWN. IF A DIFFERENT QUANTITY IS PURCHASED, RINKER MATERIALS RESERVES THE RIGHT TO ADJUST THE PRICES. THIS QUOTATION CONTAINS THE ENTIRE AGREEMENT WITH RESPECT TO PURCHASE AND SALE OF PRODUCTS DESCRIBED AND SUPERSEDES ALL PREVIOUS COMMUNICATIONS. BUYER'S SIGNATURE BELOW, DIRECTION TO MANUFACTURE, OR ACCEPTANCE OF DELIVERY OF GOODS DESCRIBED ABOVE, SHALL BE DEEMED AN ACCEPTANCE OF THE RINKER MATERIALS STCS. SELLER EXPRESSLY REJECTS ANY OTHER TERMS AND CONDITIONS. PRICES ARE F.O.B. ORIGIN (UNLESS OTHERWISE SPECIFIED IN THE STANDARD NOTES) WITH UNLOADING BY OTHERS AT A TRUCK ACCESSIBLE LOCATION.

Acceptance		
I WARRANT AND REPRESENT THAT I HAVE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE BUYER. WE HEREBY ORDER THE DESCRIBED MATERIAL SUBJECT TO ALL TERMS AND CONDITIONS OF THIS QUOTATION AND IN THE RINKER MATERIALS STCS VIEWABLE AT www.rinkerpipe.com .	By	Jennings Litchfield
Company	(O)	407-293-5126
By	(F)	407-298-4439
Title	(Cell)	321-377-1577
Date	Title	Sales Manager

WESTVIEW SOUTH

COMMUNITY DEVELOPMENT DISTRICT

7H

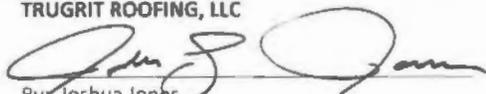
**AGREEMENT FOR SERVICES
(HOG TRAPPING)**

This "Agreement" is by and between: Westview South Community Development District ("District") and Trugrit Roofing, LLC, with an address of 1898 Longpond Drive, Longwood, Florida 32779, and dated March 25, 2024 ("Contractor"), and is joined by LT Westview, LLC, c/o Taylor Morrison, 4900 Scottsdale Road, Suite 2000, Scottsdale, Arizona 85251 ("Northern Landowner"), as an owner of certain of the lands subject to the Services.

1. **EFFECTIVE DATE.** The Agreement shall be deemed effective as of the date of the full execution of the Agreement.
2. **SCOPE OF SERVICES.** The Contractor agrees to provide the "Services" outlined in **Exhibit A**. Contractor hereby covenants to the District that it shall perform the Services: (i) using its best skill and judgment and in accordance with generally accepted professional standards, and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals for all required basic disciplines that it shall perform. Contractor shall obtain and maintain all permits, licenses and/or other approvals necessary for performing the Services. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. The Contractor may use subcontractors in connection with providing the Services, provided however that the Contractor shall be responsible for the actions and/or inactions of its contractors to the same extent as the Contractor is responsible for its own actions and/or inactions hereunder.
3. **COMPENSATION.** [RESERVED – see **EXHIBIT A**.]
4. **CARE OF DISTRICT PROPERTY.** Contractor shall use all due care to protect the property of the District, its patrons, landowners and authorized guests from damage by Contractor or its, subcontractors, employees or agents. Contractor agrees to repair any damage resulting from the Services within twenty-four (24) hours. Any such repairs shall be at Contractor's sole expense, unless otherwise agreed, in writing, by the District.
5. **STANDARD OF CARE; INDEMNIFICATION.** Contractor shall use reasonable care in performing the services and shall be responsible for any harm of any kind to persons or property resulting from Contractor's actions or inactions. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Section shall survive the termination or expiration of this Agreement. Nothing in this Section is intended to waive or alter any other remedies that the District may have as against the Contractor.
6. **INSURANCE.** The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the insurance identified in the Certificate of Insurance attached hereto as **Exhibit B**. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
7. **SOVEREIGN IMMUNITY.** Contractor further agrees that nothing in the Agreement between the parties shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute.
8. **TERMINATION.** The Agreement may be terminated immediately by the District for cause, or for any or no reason upon 14 days written notice by either party. Contractor shall not be entitled to lost profits or any other damages of any kind resulting from any such termination by the District, provided however that Contractor shall be entitled to payment for any work provided through the effective date of termination, subject to any offsets.
9. **PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*.
10. **ATTORNEY'S FEES.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
11. **SCRUTINIZED COMPANIES.** Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.
12. **E-VERIFY.** Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.
13. **CONFLICTS.** To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this document controls.

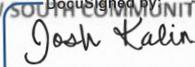
IN WITNESS WHEREOF, the parties execute the foregoing Agreement.

TRUGRIT ROOFING, LLC



By: Joshua Jones
Its: Manager

WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT

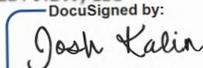
DocuSigned by:


By: Josh Kalin
Its: _____

JOINDER

And is joined by the undersigned Northern Landowner for the purpose of authorizing the Services on the lands outside the District's boundaries and owned by the Northern Landowner, as indicated in **Exhibit A**. To the extent that the Services are performed on lands owned by the Northern Landowner, the Contractor's obligations under the Agreement shall also be construed to be in favor of the Northern Landowner.

LT WESTVIEW, LLC

DocuSigned by:


By: Josh Kalin
Its: _____

- Exhibit A:** Proposal
- Exhibit B:** Insurance Certificate with Endorsements

Exhibit A: Proposal

Contractor agrees to trap feral swine on property owned by the District, and by the Northern Landowner, as such property is identified by Antonio Shaw, Field Operations Manager for the District (c/o Wrathell, Hunt & Associates, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, 352-910-1477). Contractor agrees that Contractor shall not be paid for any of the Services, and instead consideration for this Agreement shall be Contractor's right to keep any trapped feral swine, to the extent permitted by law. Contractor further agrees that such consideration is sufficient and adequate. All Services under this Agreement shall be by any lawful means necessary with the exception of firearms of any kind.

Requirements for Movement of Feral Swine

The registered feral swine dealer must carry this card when moving feral swine. The dealer must also keep accurate records of all swine movements. Said records must include movement date, where the animals were trapped, number of animals, and destination. The registered feral swine dealer must limit relocation to areas or premises where there will be no direct contact with domestic swine herds.

Final disposition of captured feral swine shall be restricted as follows:

1. Movement directly to slaughter;
2. Movement to a Game Reserve; and
3. Movement to an Approved Feral Swine Holding Facility.



**WILTON SIMPSON
COMMISSIONER**

Florida Department of Agriculture
and Consumer Services
Division of Animal Industry

**FERAL SWINE DEALER
IDENTIFICATION CARD**

This is to certify that:

Joshua Jones

is an Approved Feral Swine Dealer

Approval Number: **FL-01136-24**

FDACS-09240 Rev.01/23 William J. Fisch, D.V.M

Map of Lands owned by the Northern Landowner:



PLUS the Map of the Lands within the District's boundaries (upon request, the District's Field Operations Manager shall identify for the Contractor what lands within the District are owned by the District and that may be used for trapping purposes):

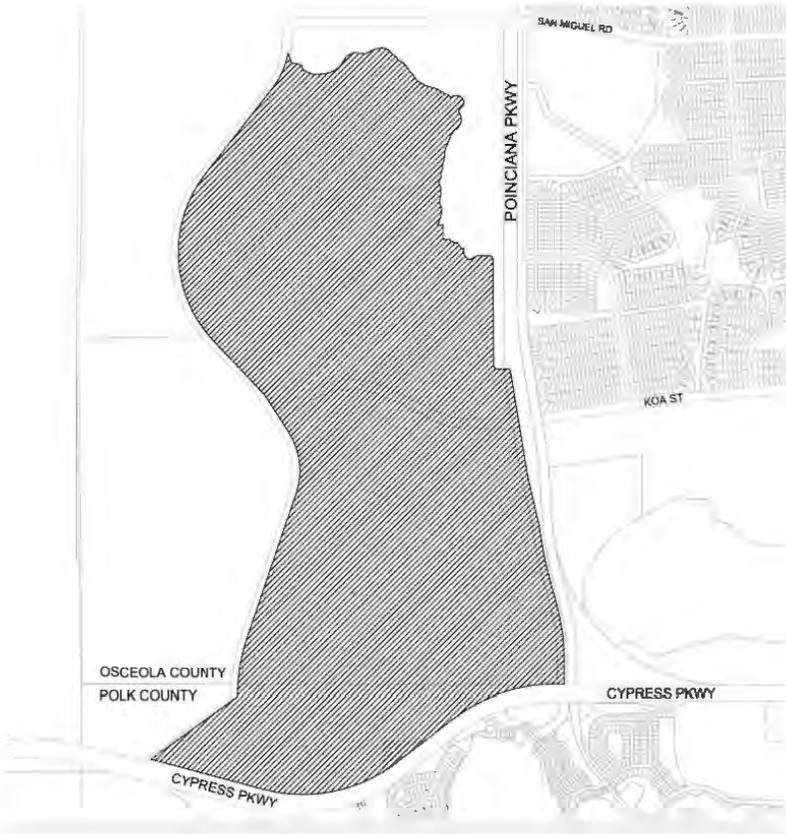


Exhibit B: Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/22/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Single Source Insurance 1345 S Missouri Ave Clearwater FL 33756	CONTACT NAME: Certificates Department PHONE (A/C, No, Ext): (727) 298-0302 FAX (A/C, No): (727) 298-0029 E-MAIL ADDRESS: Certificates@singlesourceins.com														
INSURED Trugrit Roofing LLC 1898 Long Pond Dr Longwood FL 32779	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Clear Blue Insurance Company</td> <td style="text-align: center;">28860</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Clear Blue Insurance Company	28860	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Clear Blue Insurance Company	28860														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** CL2312721817 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			BGFL0026937901	01/06/2024	01/06/2025	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is listed as Additional Insured with regards to General Liability. Primary & Non-Contributory Wording included. Certificate Holder listed in favor of Waiver of Subrogation with regards to General Liability. 30 day written notice in the event of cancellation.

CERTIFICATE HOLDER Westview South CDD 2300 Glades Road, Suite 410W Boca Raton, FL 33431	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

AGENCY CUSTOMER ID: 00013915

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Single Source Insurance		NAMED INSURED Trugrit Roofing LLC	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

The Westview South CDD, its officers, supervisors, agents, managers, counsel, engineers, staff and representatives are included as Additional Insureds on the above-listed policies. Such insurance shall be considered primary and non-contributory with respect to the Additional Insureds, all such required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the Additional Insureds, and a 30 Day Notice of Cancellation applies in favor of the Additional Insureds

POLICY NUMBER: BGFL0026937901

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

**Name Of Additional Insured Person(s)
Or Organization(s):**

Location(s) Of Covered Operations

All persons and organizations qualified
under the terms of FCG 1001

All per written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: BGFL0026937901

COMMERCIAL GENERAL LIABILITY
CG 20 11 01 96

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

All persons or organizations who lease premises to the Named Insured during the policy period of this policy.

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

POLICY NUMBER: BGFL0026937901

COMMERCIAL GENERAL LIABILITY
CG 20 28 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
All persons or organizations renting equipment to the Named Insured during the policy period of this policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

POLICY NUMBER: BGFL0026937901

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

**Name Of Additional Insured Person(s)
Or Organization(s):**

Location And Description Of Completed Operations

All persons and organizations qualified
under the terms of FCG 1001

All per Written Contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

POLICY NUMBER: BGFL0026937901

COMMERCIAL GENERAL LIABILITY
CG 24 04 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

All persons or organizations named as Additional Insured under this policy

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

CLEAR BLUE INSURANCE COMPANY

Commercial General Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS AUTOMATIC WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU AUTOMATIC WAIVER OF SUBROGATION PROVISION

Automatic Additional Insured Status - 20 10 Additional Insured Form

It is hereby understood and agreed that "**Section II - Who is an Insured**" is amended to provide automatic coverage as an Additional Insured in conformance with the terms and conditions of the CG 20 10 07 04 endorsement, a copy of which is attached hereto and incorporated by reference. Automatic coverage as Additional Insured provided by this paragraph is only provided if you and the person or organization have agreed in writing in a contract or agreement that such person or organization be added as an Additional Insured under your policy and only if such contract or agreement is executed by each party prior to the start of your work for such person or organization.

Automatic Additional Insured Status - 20 37 Additional Insured Form

It is hereby understood and agreed that "**Section II - Who is an Insured**" is amended to provide automatic coverage as an Additional Insured in conformance with the terms and conditions of the CG 20 37 07 04 endorsement, a copy of which is attached hereto and incorporated by reference. Automatic coverage as Additional Insured provided by this paragraph is only provided if you and the person or organization have agreed in writing in a contract or agreement that such person or organization be added as an Additional Insured under your policy and only if such contract or agreement is executed by each party prior to the start of your work for such person or organization.

Primary and Noncontributory Provision

Insurance afforded to the Additional insured hereunder will be Primary Insurance and Noncontributory, but only for such claims. "suits" and/or damages which arise out of the work performed by the Named insured.

Automatic Waiver of subrogation Provision

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against those persons or organizations who are added as Additional Insureds under this policy because of payments we make for injury or damage arising out of your ongoing operations or "your work" performed under a written contract with them. This waiver shall not apply to claims, "suits" and/or damages arising in whole or in part out of the acts, omissions, and/or negligence of those added as Additional Insureds by this endorsement.

All other terms and conditions remain unchanged.

WESTVIEW SOUTH

COMMUNITY DEVELOPMENT DISTRICT

8

RESOLUTION 2024-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT RATIFYING THE ACTIONS OF THE DISTRICT MANAGER IN REDESIGNATING THE TIME AND LOCATION FOR LANDOWNERS' MEETING; PROVIDING FOR PUBLICATION, PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Westview South Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Osceola and Polk Counties, Florida; and

WHEREAS, the District's Board of Supervisors (the "Board") previously adopted Resolution 2024-02, Designating a Date, Time and Location for Landowners' Meeting; Providing for Publication, Providing for an Effective Date [SEATS 3, 4 & 5]; and

WHEREAS, the Board desires to ratify its actions in redesignating the time and location of the Landowners' Meeting and the District Manager's action in providing the required notice landowners' meeting and election, proxy, ballot form and instructions, attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The actions of the District Manager in redesignating the time and location of the Landowners' Meeting and providing the notice are hereby ratified. Resolution 2024-02 is hereby amended to reflect that the time and location of Landowners' Meeting as declared in Resolution 2024-02 is redesignated to 1:00 p.m., on November 5, 2024 at Johnston's Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee, Florida 34744.

SECTION 2. Except as otherwise provided herein, all of the provisions of Resolution 2024-02 continue in full force and effect.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 8TH DAY OF MAY, 2024.

ATTEST:

**WESTVIEW SOUTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given to the public and all landowners within Westview South Community Development District (the "District") in Osceola and Polk Counties, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) persons to the District Board of Supervisors. Immediately following the landowners' meeting, there will be convened a meeting of the Board of Supervisors for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November 5, 2024

TIME: 1:00 p.m.

PLACE: Johnston's Surveying, Inc.
900 Cross Prairie Parkway
Kissimmee, Florida 34744

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. At said meeting, each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting, the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board of Supervisors meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Office at (877) 276-0889, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770 for aid in contacting the District Office.

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

District Manager

Run Date(s): _____ & _____

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF
WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: **November 5, 2024**

TIME: **1:00 p.m.**

LOCATION: **Johnston's Surveying, Inc.
900 Cross Prairie Parkway
Kissimmee, Florida 34744**

Pursuant to Chapter 190, Florida Statutes, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), Florida Statutes.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. Please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

Three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

LANDOWNER PROXY

**WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA AND POLK COUNTIES, FLORIDA
LANDOWNERS' MEETING – NOVEMBER 5, 2024**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ (“Proxy Holder”) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Westview South Community Development District to be held at 1:00 p.m., on November 5, 2024, at Johnston’s Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee, Florida 34744, and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners’ meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners’ meeting prior to the proxy holder’s exercising the voting rights conferred herein.

Printed Name of Legal Owner

Signature of Legal Owner

Date

<u>Parcel Description</u>	<u>Acreage</u>	<u>Authorized Votes</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes: _____

NOTES: Pursuant to Section 190.006(2)(b), Florida Statutes, a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

OFFICIAL BALLOT

**WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA AND POLK COUNTIES, FLORIDA
LANDOWNERS' MEETING – NOVEMBER 5, 2024**

For Election (3 Supervisors): The two (2) candidates receiving the highest number of votes will each receive a four (4)-year term, and the one (1) candidate receiving the next highest number of votes will receive a two (2)-year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Westview South Community Development District and described as follows:

<u>Description</u>	<u>Acreage</u>
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

Attach Proxy.

I, _____, as Landowner, or as the proxy holder of _____ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT	NAME OF CANDIDATE	NUMBER OF VOTES
3		
4		
5		

Date: _____

Signed: _____

Printed Name: _____

WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2024**

**WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MARCH 31, 2024**

	General Fund	Debt Service Fund 2023A-1	Debt Service Fund 2023A-2	Capital Projects Fund 2023A-1	Capital Projects Fund 2023A-2	Total Governmental Funds
ASSETS						
Cash	\$ 231,700	\$ -	\$ -	\$ -	\$ -	\$ 231,700
Investments						
Revenue	-	39,998	-	-	-	39,998
Reserve	-	3,256,398	598,469	-	-	3,854,867
Prepayment	-	1,269,857	17,823	-	-	1,287,680
Capitalized interest	-	40	1,635	-	-	1,675
Construction A-1	-	-	-	8,932,547	-	8,932,547
Construction A-2	-	-	-	-	7,872,850	7,872,850
Undeposited funds	27	-	-	-	-	27
Due from Landowner	5,379	1,688,002	-	-	-	1,693,381
Due from Taylor Morrison	-	51,515	-	-	-	51,515
Due from Lennar	-	21,612	-	-	-	21,612
Total assets	<u>\$ 237,106</u>	<u>\$ 6,327,422</u>	<u>\$ 617,927</u>	<u>\$ 8,932,547</u>	<u>\$ 7,872,850</u>	<u>\$23,987,852</u>
LIABILITIES AND FUND BALANCES						
Liabilities:						
Accounts payable	57,826	-	-	-	-	57,826
Contracts payable	-	-	-	2,529,223	-	2,529,223
Due to other	180,576	-	-	-	-	180,576
Tax payable	61	-	-	-	-	61
Retainage payable	-	-	-	857,669	-	857,669
Landowner advance	6,000	-	-	-	-	6,000
Total liabilities	<u>244,463</u>	<u>-</u>	<u>-</u>	<u>3,386,892</u>	<u>-</u>	<u>3,631,355</u>
DEFERRED INFLOWS OF RESOURCES						
Deferred receipts	5,379	1,761,129	-	-	-	1,766,508
Total deferred inflows of resources	<u>5,379</u>	<u>1,761,129</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,766,508</u>
Fund balances:						
Restricted for:						
Debt service	-	4,566,293	617,927	-	-	5,184,220
Capital projects	-	-	-	5,545,655	7,872,850	13,418,505
Unassigned	(12,736)	-	-	-	-	(12,736)
Total fund balances	<u>(12,736)</u>	<u>4,566,293</u>	<u>617,927</u>	<u>5,545,655</u>	<u>7,872,850</u>	<u>18,589,989</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 237,106</u>	<u>\$ 6,327,422</u>	<u>\$ 617,927</u>	<u>\$ 8,932,547</u>	<u>\$ 7,872,850</u>	<u>\$23,987,852</u>

**WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MARCH 31, 2024**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Landowner contribution	\$ 46,385	\$ 111,932	\$ 274,204	41%
Total revenues	<u>46,385</u>	<u>111,932</u>	<u>274,204</u>	41%
EXPENDITURES				
Professional & administrative				
Supervisors	-	1,292	3,014	43%
Management/accounting/recording	4,000	24,000	48,000	50%
Legal	529	10,510	25,000	42%
Engineering	-	-	2,000	0%
Audit	-	-	6,000	0%
Arbitrage rebate calculation*	-	-	3,000	0%
Dissemination agent	167	1,000	4,000	25%
Trustee*	-	-	11,000	0%
DSF accounting	-	-	11,000	0%
Telephone	17	100	200	50%
Postage	-	67	500	13%
Printing & binding	42	250	500	50%
Legal advertising	-	1,086	6,500	17%
Annual special district fee	-	175	175	100%
Insurance	-	5,000	5,500	91%
Contingencies	4	8	500	2%
Meeting room rental	-	243	1,400	17%
Website hosting & maintenance	-	1,680	705	238%
Website ADA compliance	-	210	210	100%
Total professional & administrative	<u>4,759</u>	<u>45,621</u>	<u>129,204</u>	35%
Field operations				
Environmental services	-	11,400	145,000	8%
Pond maintenance	625	2,500	-	N/A
Landscape maintenance	1,200	3,600	-	N/A
Total field operations	<u>1,825</u>	<u>17,500</u>	<u>145,000</u>	12%
Total expenditures	<u>6,584</u>	<u>63,121</u>	<u>274,204</u>	23%
Excess/(deficiency) of revenues over/(under) expenditures	39,801	48,811	-	
Fund balances - beginning	<u>(52,537)</u>	<u>(61,547)</u>	-	
Fund balances - ending	<u><u>\$ (12,736)</u></u>	<u><u>\$ (12,736)</u></u>	<u><u>\$ -</u></u>	

**WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND 2023A-1
FOR THE PERIOD ENDED MARCH 31, 2024**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ -	\$ 3,167,739	0%
Assessment prepayments	-	2,768,421	-	N/A
Interest	17,771	125,908	-	N/A
Total revenues	<u>17,771</u>	<u>2,894,329</u>	<u>3,167,739</u>	91%
EXPENDITURES				
Debt service				
Principal	-	-	600,000	0%
Principal prepayment	-	3,155,000	1,550,000	204%
Cost of issuance	-	40,925	-	N/A
Interest	-	699,524	1,943,702	36%
Total expenditures	<u>-</u>	<u>3,895,449</u>	<u>4,093,702</u>	95%
Excess/(deficiency) of revenues over/(under) expenditures	17,771	(1,001,120)	(925,963)	
OTHER FINANCING SOURCES/(USES)				
Transfer in	-	4,798	-	N/A
Total other financing sources	<u>-</u>	<u>4,798</u>	<u>-</u>	N/A
Net change in fund balances	17,771	(996,322)	(925,963)	
Fund balances - beginning	4,548,522	5,562,615	5,502,796	
Fund balances - ending	<u>\$ 4,566,293</u>	<u>\$ 4,566,293</u>	<u>\$ 4,576,833</u>	

**WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND 2023A-2
FOR THE PERIOD ENDED MARCH 31, 2024**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: off-roll	\$ -	\$ -	\$ 598,469	0%
Interest	2,405	16,454	-	N/A
Total revenues	<u>2,405</u>	<u>16,454</u>	<u>598,469</u>	3%
EXPENDITURES				
Debt service				
Principal	-	-	120,000	0%
Cost of issuance	-	30,925	-	N/A
Interest	-	123,217	361,701	34%
Total expenditures	<u>-</u>	<u>154,142</u>	<u>481,701</u>	32%
Excess/(deficiency) of revenues over/(under) expenditures	2,405	(137,688)	116,768	
OTHER FINANCING SOURCES/(USES)				
Transfer out	-	(554)	-	N/A
Total other financing sources	<u>-</u>	<u>(554)</u>	<u>-</u>	N/A
Net change in fund balances	2,405	(138,242)	116,768	
Fund balances - beginning	615,522	756,169	721,685	
Fund balances - ending	<u>\$ 617,927</u>	<u>\$ 617,927</u>	<u>\$ 838,453</u>	

**WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND 2023A-1
FOR THE PERIOD ENDED MARCH 31, 2024**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES		
Interest	\$ 66,602	\$ 644,258
Total revenues	<u>66,602</u>	<u>644,258</u>
EXPENDITURES		
Construction costs	<u>372,694</u>	<u>26,788,914</u>
Total expenditures	<u>372,694</u>	<u>26,788,914</u>
Excess/(deficiency) of revenues over/(under) expenditures	(306,092)	(26,144,656)
OTHER FINANCING SOURCES/(USES)		
Transfer out	<u>-</u>	<u>(4,798)</u>
Total other financing sources/(uses)	<u>-</u>	<u>(4,798)</u>
Net change in fund balances	(306,092)	(26,149,454)
Fund balances - beginning	<u>5,851,747</u>	<u>31,695,109</u>
Fund balances - ending	<u>\$ 5,545,655</u>	<u>\$ 5,545,655</u>

**WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND 2023A-2
FOR THE PERIOD ENDED MARCH 31, 2024**

	Current Month	Year To Date
REVENUES		
Interest	\$ 30,640	\$ 191,529
Total revenues	30,640	191,529
EXPENDITURES		
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	30,640	191,529
OTHER FINANCING SOURCES/(USES)		
Transfer in	-	554
Total other financing sources/(uses)	-	554
Net change in fund balances	30,640	192,083
Fund balances - beginning	7,842,210	7,680,767
Fund balances - ending	\$ 7,872,850	\$ 7,872,850

WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Westview South Community Development District held a Regular Meeting on January 10, 2024 at 2:00 p.m., or as soon thereafter as the matter could be heard, at the Hampton Inn & Suites Orlando South Lake Buena Vista, 4971 Calypso Cay Way, Kissimmee, Florida 34746.

Present at the meeting were:

Josh Kalin	Chair
Patrick “Rob” Bonin	Vice Chair
Logan Lantrip	Assistant Secretary
Nora Schuster	Assistant Secretary

Also present:

Cindy Cerbone	District Manager
Andrew Kantarzhi	Wrathell, Hunt and Associates, LLC
Antonio Shaw	Operations Manager
Jere Earlywine	District Counsel
Bennett Davenport (via telephone)	Kutak Rock, LLP
Larry Thomas Ray (via telephone)	Interim District Engineer

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Kantarzhi called the meeting to order at 2:16 p.m. Supervisors Kalin, Bonin, Lantrip and Schuster were present. Supervisor Isaacs was not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public were present.

THIRD ORDER OF BUSINESS

Discussion: Field Operations Management Services

This item was presented following the Sixth Order of Business.

40 **FOURTH ORDER OF BUSINESS**

Consideration of Resolution 2024-02, Designating a Date, Time, and Location for Landowners’ Meeting and Election; Providing for Publication, Providing for Severability and an Effective Date

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Mr. Kantarzhi presented Resolution 2024-02.

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On MOTION by Ms. Schuster and seconded by Mr. Kalin, with all in favor, Resolution 2024-02, Designating a Date, Time, and Location of November 5, 2024 at 2:00 p.m., at the Hampton Inn & Suites Orlando South Lake Buena Vista, 4971 Calypso Cay Way, Kissimmee, Florida 34746 for a Landowners’ Meeting and Election; Providing for Publication, Providing for Severability and an Effective Date, was adopted.

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56 **FIFTH ORDER OF BUSINESS**

Discussion: O&M Entity for Entrances

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This item was presented following the Sixth Order of Business.

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60 **SIXTH ORDER OF BUSINESS**

Ratification of Jr. Davis Construction Company, Inc., Change Order #1 Pod B N2A N2B PH1

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Mr. Kantarzhi presented Jr. Davis Construction Company, Inc., Change Order #1 for the Pod B Project. He noted that Change Order #1 pertains to the \$10,913,426.07 increase to the contract. Change Orders #2 and #3 were discussed at the last meeting and Change Order #4 was distributed at the meeting and will also be considered today.

68

Backup documentation was discussed.

69

On MOTION by Mr. Kalin and seconded by Mr. Lantrip, with all in favor, Jr. Davis Construction Company, Inc., Change Order #1 for the Pod B Project, was ratified.

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- 75 **▪ Jr. Davis Construction Company, Inc., Change Order #4 [Pod B Project]**

76 **This item was an addition to the agenda.**

77 Mr. Kantarzhi presented Jr. Davis Construction Company, Inc., Change Order #4 for the
78 Pod B Project, representing an increase of \$103,304.20 to the contract.

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On MOTION by Mr. Bonin and seconded by Mr. Kalin, with all in favor, Jr. Davis Construction Company, Inc., Change Order #4 for the Pod B Project, was ratified.

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▪ **Discussion: Field Operations Management Services**

This item, previously the Third Order of Business, was presented out of order.

Mr. Kantarzhi stated the Third and Fifth Orders of Business pertain to Field Operations Management, specifically and the entryway and the swale.

The Board and Staff discussed ownership of the swale adjacent to the conservation area and drainage into the wetlands.

Mr. Shaw stated, based on his research, the swale is owned by the townhomes; the issue is responsibility for drainage. He stated there are no pipes installed in the area.

Ms. Cerbone stated her understanding that, while there is not a doubt about ownership, the area owned by the townhomes does benefit and help enhance the CDD's stormwater management system and that a maintenance easement with the townhomes might enable the CDD to maintain the swale.

Discussion ensued regarding the CDD taking ownership of all or a portion of the tract, re-platting and splitting the tract in half to give full ownership to the side that benefits the HOA and the side that benefits the CDD, entering into a Cost Sharing Agreement between the HOA and the CDD to maintain the swale and the side that benefits the CDD.

A Board Member feels that the preferred method would be for the CDD to take ownership of the entire tract or, at a minimum, the southern portion of the area indicated, to allow the CDD to own and maintain the waterway and conveyance area and have logistical access to the adjacent wetlands.

Mr. Earlywine asked Mr. Ray for his input and asked if anyone circulated a map yet.

Mr. Ray stated the swale and ditch are part of the drainage system connecting the stormwater pond and wetland to the wetland to the south. He believes that, in accordance with the Environmental Resource Permit (ERP), that is required to be owned by the CDD. He will research this matter.

110 Mr. Davenport will create a deed and obtain the legal description from Mr. Ray, once it
111 is created.

112 Discussion ensued regarding the exhibit, access to the area, the need for landscapers to
113 utilize Cypress Parkway to access the area, the tract in front of the conservation area, access
114 easements and areas of the swale that are generally wet.

115 Mr. Earlywine advised Mr. Ray that the Board directed the CDD portion to be deeded to
116 the CDD and for an access easement to be drafted over the HOA portion of the swale. Mr.
117 Bennett was directed to draft an access easement and a deed. Two legal descriptions will be
118 needed.

119

120 **On MOTION by Mr. Bonin and seconded by Mr. Kalin, with all in favor,**
121 **subdividing this parcel with the south half to the CDD and the north half to the**
122 **HOA, and authorizing Staff to prepare an access easement over the HOA**
123 **portion and an accompanying deed, was approved.**

124

125

126 Discussion ensued regarding increasing the not-to-exceed amount for the Floralawn
127 contract to include the additional area to be maintained.

128 Mr. Shaw estimated that the swale area measures one-half mile all the way around the
129 swale area; an updated amount will be provided to include the portion for which the CDD will
130 be responsible, on a map, when available.

131

132 **On MOTION by Ms. Schuster and seconded by Mr. Kalin, with all in favor,**
133 **increasing the Floralawn contract, as necessary, up to a not-to-exceed amount**
134 **of \$2,000 per month, subject to Chair approval, was approved.**

135

136

137 Mr. Shaw stated the water in the swale is currently not included for treatment in the
138 monthly service. The vendor advised that the area will incur an additional charge of \$90 per
139 month for herbicide treatments. Asked whether water in the swale is a seasonal issue, Mr.
140 Shaw noted that the vendor opined that water is present year-round, based on the length of
141 the cattails; the vendor treats the area with herbicide spray, as the ponds are treated.

142 The consensus was that the contract will be amended to note that treatments will be
143 applied as needed. During dry season, landscaping might also be needed. Mr. Shaw will consult
144 with the landscaper, if necessary.

145

146 **On MOTION by Ms. Schuster and seconded by Mr. Bonin, with all in favor,**
147 **amending the contract to include a potential increase of \$90 per month, as**
148 **needed, based on the season and water height and landscaping, subject to**
149 **Chair approval and review, was approved.**

150

151

152 Mr. Shaw stated the HOA Manager asked about mosquito treatment of the water. The
153 pond vendor stated he does not specialize in this treatment but he can offer the service at a
154 cost of \$525 per month. He does not recommend this as, in his opinion, the standing water
155 away from ponds is a greater issue than the ponds.

156 Ms. Schuster suggested he request a proposal from Clark Environmental, as they treat
157 other properties in the area, including Solivita.

158 Other treatments were discussed, including sterile carp and fogging treatments.

159 Mr. Shaw will present proposals at the next meeting.

160 **▪ Discussion: O&M Entity for Entrances**

161 **This item, previously the Fifth Order of Business, was presented out of order.**

162 Mr. Kantarzhi stated the open space at the entrances is currently owned by the HOA;
163 however, it could easily be conveyed to the CDD.

164 Mr. Shaw stated the CDD currently pays \$14,400 for landscaping; if the CDD takes on
165 landscaping the entrances, the additional \$23,200 expense will increase the CDD's total
166 landscaping cost to \$37,600 annually, not including the previously discussed expenses related
167 to the swale.

168 Discussion ensued regarding why the CDD would assume responsibility for the corner
169 parcels. It was noted that the spine road and the right-of-way (ROW) are CDD property.

170 The Board and Staff examined and discussed the plats of the areas in question.

171 Mr. Earlywine believes the two corner parcels are not CDD property, at this point.

172 A Board Member voiced their belief that the CDD is listed to maintain landscape of the
173 main boulevard because it will benefit everyone in the CDD.

174 Ms. Cerbone noted that the CDD needs ownership or a maintenance easement for any
175 area to be maintained.

176 Mr. Earlywine noted that Mr. Kalin has a guiding principle regarding how things will run;
177 given that the CDD will manage stormwater and conservation areas, he asked about the intent
178 of the master roads, entry areas and landscape for the larger project.

179 Mr. Kalin stated the intent for the larger project is that neighborhood entrances within
180 the ROW of the main boulevard that the CDD ultimately benefits from should be maintained by
181 the CDD. He does not believe that the same structure should apply to the Pod A entrance. He
182 noted that the main entrance connection happens to be in Polk County but the majority of the
183 main thoroughfare road is through Osceola County. If the CDD maintains that ROW, which
184 includes a center median, it would make more sense for the CDD to maintain the landscaping
185 around that entry monument for the master planned community.

186 Mr. Shaw noted that Floralawn is the landscape contractor.

187 Discussion ensued regarding ownership of various tracts, subdivision of tracts,
188 improvements the Developer installed along the pond in the stormwater tract, the benefit of
189 engaging one landscaper for the CDD and the HOA, irrigation, the CDD contracting with the
190 HOA for landscaping, scheduling a publicly-noticed workshop for further in-depth discussion of
191 map exhibits and tracts and use of special revenue funds.

192 The Board and Staff developed a markup of revisions to the tracts.

193 Discussion ensued regarding a motion for a carveout deed over the areas discussed and
194 revisions to previously discussed landscaping costs.

195 Mr. Shaw noted that landscaping costs are based on hours. Mr. Kantarzhi stated a not-
196 to-exceed amount can be specified.

197 A Board Member motioned to convert the HOA tract on the right side of the entrance
198 into a CDD tract, subdivide the HOA tract on the left side of the entrance into a CDD tract and
199 leaving the remaining balance an HOA tract and revising the landscape maintenance contract
200 accordingly. The motion died for lack of a second.

201 A Board Member suggested carving it out and revisiting it, given that the HOA will likely
202 want to install decorative holiday lighting, wreaths, etc.

203 Mr. Earlywine stated the HOA can request CDD approval and fund holiday lights.

204 Discussion ensued regarding the need for power and power meters in the area, whether
205 the CDD will pay for the power that only benefits the townhome HOA, monument lighting and
206 the wording to include on the monuments, for example, "The Towns at Westview", etc.

207 It was noted that the two tracts in question are Tract OS-6 on the right side and Tract
208 OS-15 on the left side. The consensus is to convert Tract OS-6 to the CDD and to subdivide Tract
209 OS-15.

210 Mr. Earlywine asked if the Board Members are clear on the actions to be taken.

211 Ms. Cerbone suggested, at the next or at a future meeting, the Board and Staff can
212 present color-coded maps of what is and what is proposed and Mr. Shaw can present updated
213 landscaping proposals with firm numbers. She wondered how soon the CDD needs to begin
214 maintaining property it does not own or have a maintenance easement over. She noted that
215 audio files can be reviewed and acted upon, or color-coded maps and proposals can be
216 presented for review. Mr. Kalin indicated that he will prepare maps.

217 Ms. Schuster noted that landscaping along the entry and the Parkway needs to be
218 addressed; she believes the right side of the sidewalk is owned by the CDD and the left side of
219 the sidewalk is owned by the County.

220 Mr. Kalin stated they identified that the pond tract is owned by the CDD; according to
221 the Property Appraiser, there is a line marking the end of HOA responsibility. The CDD should
222 be maintaining all the landscaping to which Ms. Schuster is referring. Mr. Shaw believes that
223 area is being maintained and that the area on the opposite side of the entrance is not being
224 maintained.

225 Mr. Kalin stated the break, from the pond tract to the entrance, is currently owned by
226 the HOA. Mr. Shaw believes that everything is being maintained but he cannot confirm that
227 areas are being billed appropriately, as he was not privy to that conversation.

228 Mr. Kalin stated he uploaded the Plat; once the CAD is laid out with all the tracts, he will
229 print an Exhibit for further discussion. He thinks that, while the motions make sense, specifics,
230 including holiday decorations budgeting, etc., need to be determined; he is unsure if that
231 should be a CDD item. Ms. Cerbone stated some CDDs do holiday lighting; generally,
232 agreements for holiday lighting must be signed by May or June, and a 50% deposit paid.

233 Mr. Kalin thinks that all agree that property lines need to be fixed. He noted that
234 irrigation was installed and some ground work might remain with regard to zones, etc. Mr.
235 Shaw noted the benefit of utilizing one landscaper for both entities for the foreseeable future.

236 Mr. Kalin stated the color-coded map will be prepared in advance of the next meeting.

237 Mr. Shaw stated there has been considerable hog activity around the ponds; as more
238 land is cleared, the damage will be more evident.

239 Discussion ensued regarding engaging a licensed trapper, clearing in Pod B, hog
240 populations in surrounding areas, etc.

241 Proposals will be presented at the next meeting.

242 **Discussion Resumed: Field Operations Management Services**

243 Ms. Cerbone stated her understanding that the CDD will continue managing Field
244 Operations for the remainder of 2024 and possibly into 2025 or perpetually, given that the CDD
245 might not contract with the HOA to budget, fund, collect and work with vendors for the CDD
246 improvements. The CDD is not currently being charged for the work done by Mr. Shaw but, if
247 the CDD continues managing the CDD improvements, a Field Operations Manager will be
248 needed. When necessary, this will be presented for Board approval and budgeting purposes.
249 Given that Mr. Shaw is an employee of District Management, it will be necessary to amend the
250 District Management Agreement to add Field Operations Management.

251 Mr. Kalin expressed his agreement and stated that is the Board’s desire based on the
252 number of wetlands, the South Florida Water Management District (SFWMD) requirements,
253 conservation easements, etc.

254 Discussion ensued regarding the Bio-Tech report.

255 Mr. Shaw stated Mark, with Bio-Tech, is working on the report; he does not have an
256 estimate for completion yet. Mr. Kantarzhi stated Staff speaks with the vendor often; he is
257 current on all reports.

258

259 **SEVENTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial
Statements as of November 30, 2023**

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**On MOTION by Mr. Kalin and seconded by Mr. Lantrip, with all in favor, the
Unaudited Financial Statements as of November 30, 2023, were accepted.**

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266 EIGHTH ORDER OF BUSINESS

Approval of December 13, 2023 Regular Meeting and Audit Committee Meeting Minutes

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270 On MOTION by Mr. Kalin and seconded by Mr. Lantrip, with all in favor, the
271 December 13, 2023 Regular Meeting and Audit Committee Meeting Minutes,
272 as presented, were approved.

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275 NINTH ORDER OF BUSINESS

Staff Reports

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277

A. District Counsel: Kutak Rock, LLP

Mr. Earlywine will schedule discussions regarding the next bond issuance.

278

279 B. District Engineer: Atwell, LLC

Mr. Ray stated construction is ongoing.

280

281 C. District Manager: Wrathell, Hunt and Associates, LLC

- NEXT MEETING DATE: February 14, 2024 at 2:00 PM

282

- QUORUM CHECK

283

The next meeting will be on February 14, 2024, unless cancelled.

284

285

286 TENTH ORDER OF BUSINESS

Board Members' Comments/Requests

287

There were no Board Members' comments or requests.

288

289

290 ELEVENTH ORDER OF BUSINESS

Public Comments

291

No members of the public were present.

292

293

294 TWELFTH ORDER OF BUSINESS

Adjournment

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296 On MOTION by Ms. Schuster and seconded by Mr. Kalin, with all in favor, the
297 meeting adjourned at 3:19 p.m.

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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308 _____
Secretary/Assistant Secretary

_____ Chair/Vice Chair

WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

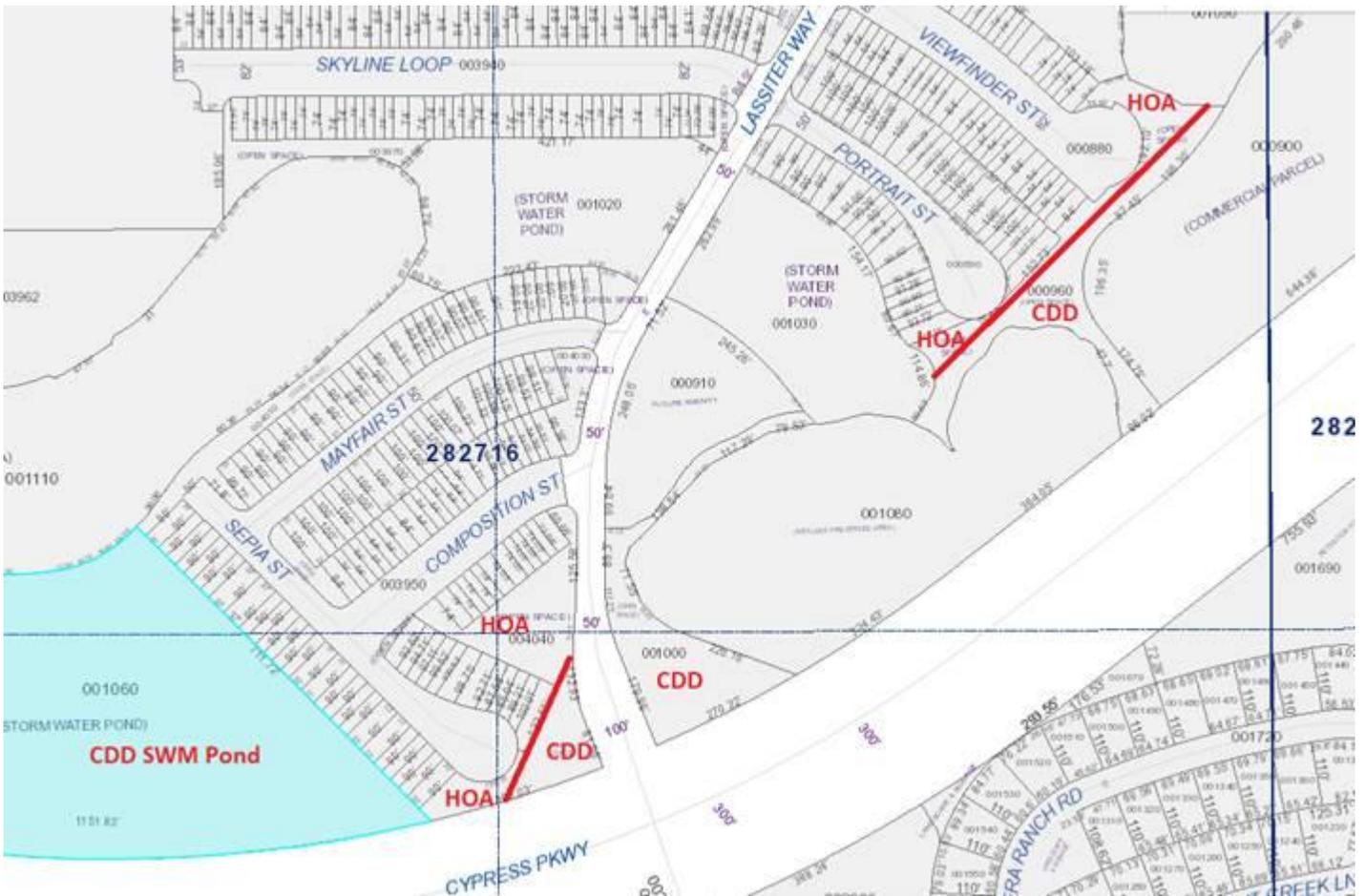


Wrathell, Hunt and Associates, LLC

TO: Westview South Board of Supervisors
FROM: Antonio D. Shaw – Operations Manager
DATE: January 30, 2024
SUBJECT: Status Report – Field Operations

LANDSCAPING:

- **Tract Realignment:** During the meeting held on January 10, 2024 it was discussed to have some tracts realigned to be assigned to the district in an effort to control the landscaping near the entrance and the swale at the end of Portrait St. Below is a diagram submitted by Jere Earlywine, District Counsel.



Floralawn has submitted a proposal (attached) to reflect this realignment. In my opinion this is a very reasonable price and a win for the district. I have requested they attach a maintenance map to the addendum to confirm they have the correct areas to which they did.

- **Irrigation** We are all aware the irrigation up front will be shared by the district and association. Not sure the long term effects of this.

PONDS/ MITIGATION SITES:

- **Ponds** Verbiage taken from Enviraquatics last report “Cooler weather has helped to dramatically reduce undesirable vegetation and algae growth concerns. Close monitoring and targeted treatments effort throughout the winter months will ensure optimal control of noxious growth.”
- **Potential Price Increase** (Swale in POD A Phase 1A PB 200 PG 38-44 Tract OS-1) The price to include this tract is an additional \$90.00 per month (proposal attached). It was determined at the meeting held on January 12, 2024 this tract would be divided to assign this portion to the district. Once this is complete the vendor can begin servicing.
- **Extra Debris in Ponds** I have identified a dumpster at the end of Viewfinder St. that overflows to the point debris is blowing into the swale. This is unsightly and I have reached out to the CAM for the townhomes to see how often it is being serviced and potentially come up with a new plan going forward. The CAM has confirmed an extra day of service has been added.



- **Mosquito Control** The current pond vendor (Enviraquatic) submitted a proposal (attached) for \$930 to stock the ponds with Gambusia Minnows. This was provided at my request based on past experience of stocking ponds with fish to mitigate this situation. A previous proposal was provided from Enviraquatic for \$540

monthly. The vendor didn't recommend doing this and the method is new to him. I am also including a proposal from Southern Mosquito Control Services, Inc. for \$1,020 monthly for mosquito control and \$2,488.50 monthly for midge control. It is their recommendation this be done a minimum every 6 weeks. I don't see this as a viable option for the district at this time due to budget constraints and no clear identification of how bad this issue is or will be. I have also reached out to Polk County as their website indicates they offer a service at no cost to areas incorporated in their vicinity. I have yet to get a response from them but look to have one prior to the meeting.

MISC. FIELD OPERATION UPDATES

- **Wild Hog Control:** Joshua Jones, (Licensed Feral Swine Dealer) has advised he will come and remove the hogs at no cost to the district. He proposes to use no weapons and will trap and remove them all. He is able to not charge as he takes them to his ranch and host wild hog hunts. He advised its best to get this done by end of April.
- **Bio-Tech** November is the next scheduled on site visit with the state. Mark has handed over inspections to Jim Torregrosa, Field Biologist. Andrew and myself are coordinating a visit with him to understand the next steps for the district.

Aquatic Habitat Management Monthly Services Agreement



Client and/or Agent Name: Westview South CDD in c/o Wrathell, Hunt & Associates, LLC.

Property Name and/or Address: Westview South CDD – St Cloud, FL

Start: TBT Date: 01/31/2024 Littoral Plantings? No FWC permitted? NA

Description of services:

Enviraquatic, LLC agrees to provide monthly invasive aquatic vegetation, algae, and debris/trash control service to the above-listed client. Monthly visits include a full inspection of water body(s) as well as any herbicide and/or algaecide treatments that are deemed necessary to safely control invasive vegetation and algae species at the professional discretion of Enviraquatic, LLC. Enviraquatic also agrees to provide monthly physical removal of trash and/or miscellaneous debris from the proposed water body(s). As an added courtesy, Enviraquatic will provide detailed monthly 'Field Analysis Reports' with attached pictures intended to document the water body(s) changes over time. See: "Detailed scope of work" section of this proposal for additional information regarding specific monthly services offered.

Financial Agreement:

Enviraquatic, LLC agrees to provide the monthly services for the fee of:

\$90.00*

**Monthly fee is based on the total estimated cost of service for a full-year, divided into twelve monthly payments. During periods of drought and/or when treatment efforts are not required, the monthly rate is to be adjusted to reflect required service. Any additional services deemed outside the scope of typical monthly service (i.e. excessive vegetation and/or debris physical removal, native shoreline plantings, fish stocking, permitting, etc.) will be charged additionally and only after client approval.*

Termination/Delinquency Clause: Client may elect to discontinue monthly service at any time and for any reason upon payment of all outstanding invoices. Invoices and reports will be generated and sent following each monthly treatment and fees are due within thirty days of the invoice date. If more than one invoice is delinquent, service will be suspended and will be reinstated upon payment of all outstanding invoices.

Enviraquatic, LLC is extremely dedicated to only the safest and eco-friendly management practices in the industry. We welcome any questions that you may have, and we greatly appreciate the opportunity to propose our services.

Best Regards,

Jason M. Kirby
Owner/Operator

Notes/Special Instructions:

1 Stormwater Conveyance sways measuring approx. 0.5 acres total. See attached map.

**Trash/debris removal included.*

To commence with service, please sign, print, and date

Name: _____

X _____ Date: _____

Monthly Aquatic Mgmt.
Detailed Scope of Work



Description of monthly services:

Treatment Program:

Enviraquatic proposes a minimum of (1) management visits per month to a client: **Westview South CDD**. Each management visit will include a visual inspection of sites followed by application of any required EPA registered Herbicide and/or Algaecide products that are deemed necessary at the professional discretion of Enviraquatic. Each site, at minimum, will receive (1) visual inspections per month to determine what treatment (if any) is required to mitigate the growth of algae and/or vegetative species that are deemed non-native and/or invasive. ****NOTE: WET/DRY RETENTION SITES ARE TO BE MANAGED FOR INVASIVE VEGETATION ONLY AND TO MITIGATE ALL GROWTH IN AND AROUND INLET AND OUTLET STRUCTURES AS TO ENSURE PROPER ENGINEERED FUNCTION.** During dry season, it is advised that normal mowing/brush cutting of these areas be performed in addition to treatment efforts. **** Extra attention and treatment priority are to be given to sites with persistent, undesirable, and/or harmful conditions such as severe algae blooms, exotic vegetation growth and/or those sites with special management/homeowner concerns. Extra treatment visits deemed necessary outside the (1) minimum will be at no charge to client, at full professional discretion of Enviraquatic, and within all legal product labeling restrictions. Treatment results may not be apparent for 7-14 days following application of vegetation and/or algae control products; furthermore, most treatments will require 10-15 days before retreatments can be safely applied. Treatments are to be applied only by experienced, state licensed, and highly trained aquatic vegetation control specialist via UTV and boat mounted application equipment, backpack sprayer, or 'hand-cast' granular products in such a way as to mitigate noxious plant and algae growth while preserving and promoting sensitive aquatic eco-systems safely and effectively.**

Other Services and details:

Enviraquatic technician is always to remain in close contact with property manager via phone and/or e-mail. As a courtesy to the community and the environment, Enviraquatic will perform (1) perimeter trash/misc. debris removal per month. A 'Field Analysis Report' complete with pictures and descriptions of pertinent treatment and/or environmental information is to be generated and electronically sent in PDF format to property manager and/or applicable board member(s) within (7) days of each visit. These reports are intended to accurately track the present state and progress of water bodies.

Native Vegetation Program:

Enviraquatic is committed to habitat restoration/augmentation via the integration and promotion of native/beneficial aquatic vegetation. As a courtesy to our valued client and dedication to environmental stewardship, native emergent plants are to be preserved and promoted for the purposes of habitat augmentation, soil stability and nutrient abatement; management of submerged and emerged beneficial vegetation is to be determined at the professional discretion of Enviraquatic.

Best Regards,

Jason M. Kirby
Owner/Operator

I have read above services description and agree to terms.

Name/Title: _____

Sign: _____ Date: _____

General Terms and Conditions



Enviraquatic is a fully insured limited liability company and accepts full responsibility for any damages caused by negligence on the part of Enviraquatic, LLC. Although rare, 'fish-kills' could occur at any time and for a multitude of reasons, including (but not limited to) weather events, toxic off-site run-off, and *rarely* because of oxygen depletion following an algae or vegetation treatment. As a courtesy to our customers, Enviraquatic, LLC will remove and dispose of any fish carcasses from the treated waterway within 48hrs of a reported fish-kill. Enviraquatic, however, will not be financially liable for the replacement of fish species. Enviraquatic guarantees aquatic weed/algae control results within one month of service plan inception, however, results can and often do vary drastically dependent on environmental factors outside the complete control of Enviraquatic, LLC. When needed, Only EPA registered products deemed safe for aquatic use will be applied by a highly trained and Florida Licensed aquatic pest control applicator in a manner conducive to efficacy optimization and environmental sustainability. Monthly Field Analysis Reports (FAR's) are generated and will include pictures of site(s) and a brief description of current management efforts, wildlife observed, and any other information deemed relevant. Pictures in 'FAR' are meant to track the progress of management efforts as well as document any other issues pertinent to the health and safety of managed aquatic environments. It shall be the burden of Enviraquatic, as a professional environmental consultant; to make it known to the client, in writing, if/when additional control measures are necessary at an additional expense. As part of the service agreement, Enviraquatic agrees to check and remove all debris (trash, vegetation, etc.) from in and around storm water over-flow structures to ensure proper function of engineered flood control devices. However, Enviraquatic will remain harmless in the unlikely event that property damage occurs because of fouled/blocked flow-control structures. Monthly Trash/Debris removal from proposed aquatic site(s) is often included at no charge as part of Enviraquatic's commitment to environmental preservation, however, accumulation deemed excessive by Enviraquatic may be subject to additional removal fees (upon client approval.) A variety of fish species are available and stocked by Enviraquatic, all measures to assure survival are taken upon their transport, but once released, Enviraquatic assumes no responsibility for fishery population success or lack thereof. Native/beneficial planting implementation is an additional service that may be offered; Enviraquatic cannot be liable for plantings that are not successful due to any unforeseen reasons including, but not limited to, environmental incompatibility, freezing, pest foraging, vandalism, high-water, mowing, etc. As an assumed authorized riparian owner or agent, customer assumes all responsibilities for obtaining all permits and/or licensing that may be required by any governing agencies (city, state, county, etc.) as well as notifying any potentially affected residents, waterway users, or by-standers of aquatic pesticide application. 'Posted' signs are available and can be supplied by Enviraquatic, LLC upon request and for a nominal fee. Upon request, Enviraquatic will determine if any legal restrictions may interfere with proposed management efforts, and for a nominal fee, Enviraquatic, LLC can and will apply for all permits required by governing offices as an agent of the riparian owner. If there are any questions or concerns regarding these conditions and terms, please contact Enviraquatic, LLC via the information at the bottom of this page.

** By signing in the space below, customer agrees to the Conditions and terms set forth in this Document. **

Name: _____

X _____ Date: _____

Townhomes at Westview

Pond Maintenance Locations

Area marked in yellow is stormwater conveyance swale. Overflow from adjacent stormwater ponds is the primary input.



Legend

- CDD
- Cou

The Townhomes at West



580

Cypress Pkwy

San Clemente Ave



734 South Combee Road
Lakeland, FL 33801

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

www.floralawn.com

Westview South CDD - Addendum

% Antonio Shaw
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

January 31, 2024

Proposal valid for 60 days

We sincerely appreciate the opportunity to propose how Floralawn can help enhance the quality of your landscape. Our proposal includes integrating a custom maintenance plan to meet the needs and demands of your property while considering service expectations and community budget.

We hereby propose the following for your review:

Landscape Management- CDD Addendum

Service	Monthly	Yearly
Landscape Maintenance	\$900	\$10,800
St. Augustine Fertilization Program	\$67	\$804
Shrub Fertilization Program	\$110	\$1,320
Monthly Irrigation Inspection	\$90	\$1,080
Total	\$1,167	\$14,004

****Disclaimer:** CDD and HOA are sharing irrigation systems.

See exhibit A for map details.

Additional Services

Enhancements and additional services are available on an a la carte basis. These include mulching options, seasonal plant selections, turf upgrades, and special treatments.

Service	Qty	Price	Total
Mulch	67 Yards	\$55	\$3,685
Palm Pruning	6	\$60	\$360
Possible County Areas	NA	(Monthly) \$900	(Yearly) \$10,800
*If Swales Dry Up	Price Per Cut	\$100	NA

Customer Authorized Signature

Signature

Print Name

FLORALAWN, INC., a Florida Corporation

Rob Averitt, President

Mosquito Abatement
Treatment Proposal



Westview South CDD

January 05, 2024

Description of services:

There are over 80 species of mosquitoes that reside in Florida; of these species, about 20 are considered public health threats due to the pathogens they may transmit, including West Nile virus, Zika, dengue, etc. While complete eradication of all mosquito activity is unrealistic, identifying and targeting problematic areas with cost-effective solutions can dramatically mitigate infestations and promote safer outdoor enjoyment. With the goal of mitigating the presence of noxious Mosquitoes during the height of the season (March thru November), Enviraquatic has identified the areas where the probability of breeding success is the highest and proposes monthly treatment services intended to disrupt the larvae/pupae life cycle of mosquito species while maintaining a healthy ecosystem balance. In addition to the 9 minimum monthly Larval Growth Regulating treatments annually to proposed target areas (see attached map), Enviraquatic technician will inspect and note other areas of concern (and treat if applicable) these areas may include standing water in construction materials, flooded walkways, catch basins, etc.

While every measure is taken by highly trained and licensed technicians to ensure optimum results, environmental factors outside the control of Enviraquatic may contribute to the success (or lack thereof) of this proposed mosquito mitigation effort. Use of EPA registered products and/or equipment is at the professional discretion of Enviraquatic. Proposed client agrees to all applicable 'Terms and Agreements' associated with this proposal.

Financial Agreement:

Enviraquatic, LLC agrees to provide the above-described services for the fee of:

\$540.00*

**The fee listed above will be invoiced upon completion of each treatment visit. A Field Analysis Report will be included at no charge and will accompany invoice complete with applicable information and pictures. Invoice payment must be received within 30 days of issue to avoid any interruption in monthly service scheduling (when applicable.) Quoted price is valid for 1 month from date at top of this page.*

Enviraquatic, LLC is extremely dedicated to only the safest and eco-friendly management practices in the industry. We welcome any questions that you may have, and we greatly appreciate the opportunity to propose our services.

Special instructions/notes

This is an add-on service to regular Monthly management visits.

To commence with service, please sign, print, and date

Name: _____

X _____ Date: _____

Best Regards,

Jason M. Kirby
Owner/Operator

General Terms and Conditions



Enviraquatic is a fully-insured limited liability company and accepts full responsibility for any damages caused by negligence on the part of Enviraquatic, LLC. Although rare, 'fish-kills' could occur at any time and for a multitude of reasons, including (but not limited to) weather events, toxic off-site run-off, and *rarely* as a result of an oxygen depletion following an algae or vegetation treatment. As a courtesy to our customers, Enviraquatic, LLC will remove and dispose of any fish carcasses from the treated waterway within 48hrs of a reported fish-kill. Enviraquatic, however, will not be financially liable for the replacement of fish species. Enviraquatic guarantees visual results of aquatic weed/algae control efforts within two months of service plan inception, however, results can and often do vary drastically dependent on environmental factors outside the complete control of Enviraquatic, LLC. Complete, permanent 'eradication' of undesirable vegetation and/or algae species is rarely achievable, rather 'suppression' of noxious species in an effort to maintain navigability and quality, balanced eco-systems is the ultimate goal of management efforts. When required, Only EPA registered products deemed safe for aquatic use will be applied by a highly trained and Florida Licensed aquatic pest control applicator in a manner conducive to efficacy optimization and environmental sustainability. Field Analysis Reports (FAR's) are generated after each visit and will include pictures of site(s) and a brief description of current management efforts, wildlife observed, and any other information deemed relevant. Pictures in 'FAR' are meant to track the progress of management efforts as well as document any other issues pertinent to the health and safety of managed aquatic environments. It shall be the burden of Enviraquatic, as a professional environmental consultant; to make it known to the client, in writing, if/when additional control measures are necessary at an additional expense. As part of the service agreement, Enviraquatic agrees to check and remove any and all debris (trash, vegetation, etc.) from in and around storm water over-flow structures to ensure proper function of engineered flood control devices. However, Enviraquatic will remain harmless in the unlikely event that property damage occurs as a result of fouled/blocked flow-control structures. Trash/Debris removal from proposed aquatic site(s) is often included at no charge as part of Enviraquatic's commitment to environmental preservation, however, accumulation deemed excessive by Enviraquatic may be subject to additional removal fees (upon client approval.) A variety of fish species are available and stocked by Enviraquatic, all measures to assure survival are taken upon their transport, but once released, Enviraquatic assumes no responsibility for fishery population success or lack thereof. Native/beneficial planting implementation is an additional service that may be offered; Enviraquatic cannot be liable for plantings that are not successful due to any unforeseen reasons including, but not limited to, environmental incompatibility, freezing, pest foraging, vandalism, high-water, mowing, etc. As an assumed authorized riparian owner or agent, customer assumes all responsibilities for obtaining any and all permits and/or licensing that may be required by any governing agencies (city, state, county, etc.) as well as notifying any potentially affected residents, waterway users, or by-standers of aquatic pesticide application. 'Posted' signs are available and can be supplied by Enviraquatic, LLC upon request and for a nominal fee. Upon request, Enviraquatic will determine if any legal restrictions may interfere with proposed management efforts, and for a fee, Enviraquatic, LLC can and will apply for any and all permits required by governing offices as an agent of the riparian owner. If there are any questions or concerns regarding these conditions and terms, please contact Enviraquatic, LLC via the information at the bottom of this page.

** By signing in the space below, customer agrees to the Conditions and terms set forth in this Document. **

Name: _____

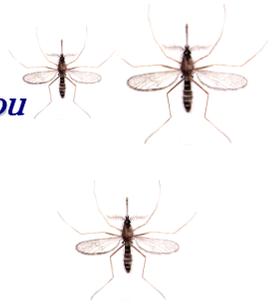
X _____ Date: _____

Wetland buffer areas marked in yellow are optimum breeding areas for Mosquito species. Standing/Stagnant water in these areas is to be targeted seasonally for larval growth regulating treatments.



Southern Mosquito Control Services, Inc.

Protecting what's important to you



January 15, 2024

Westview South CDD
c/o Antonio Shaw
Wrathell, Hunt and Associates

Re: Mosquito and Midge Control of ponds

Thank you for the opportunity to provide this quote and service to control mosquitoes and midges at The Westview South community. Each application is good for 30 days and so monthly applications are recommended for an effective program. Cost quotations are for all 6 identified ponds on a monthly basis and do not include taxes.

Treatments:

- Mosquito Control of a larvicide granular product to the lake, this product will work to kill the mosquito larva from emerging into the adults.
Larvicide granular treatment of the 6 ponds - \$1,020.00
- Midge Control of a larvicide pellet product to the lake bottom, this product will work to kill the midge larva from emerging into the adults.
Larvicide pellet treatment of the 6 ponds - \$2,488.50

Thank you for allowing us to provide this quote, we hope to earn your business.
Please call me directly for any clarifications or questions, 407-893-1200

Sincerely,

Martin P. Winger
President



Enviraquatic, LLC
321 Iris Rd
Casselberry, FL 32707 US
(407) 300-8278
Enviraquatic@gmail.com
Enviraquatic.com

Estimate

ADDRESS

Westview South CDD
2300 Glades Road, Suite
410W
Boca Raton, FL 33431

ESTIMATE # 1016

DATE 01/17/2024

DATE	ACTIVITY	QTY	RATE	AMOUNT
01/17/2024	Mosquito Fish (Gambusia holbrooki) Stocking Stocking of Native Gambusia Minnows as a 'bio-control' for nuisance mosquitos. Stocking rate is determined by Enviraquatic in accordance with industry BMPs and environmental conditions. Rates can vary from approx. 500-2,000 fish per acre. Priced per thousand.	6	155.00	930.00
TOTAL				\$930.00

Accepted By

Accepted Date



MARY JANE ARRINGTON
OSCEOLA COUNTY SUPERVISOR OF ELECTIONS

April 19, 2024

Ms. Daphne Gillyard
Director of Administrative Services
Wrathell, Hunt and Associates, LLC
2300 Glades Road
Suite 410W
Boca Raton, FL 33431

RE: Westview South Community Development District – Registered Voters

Dear Ms. Gillyard:

Thank you for your letter requesting confirmation of the number of registered voters within the Westview South Community Development District as of April 15, 2024.

The number of registered voters within the Westview South CDD is zero as of April 15, 2024.

If I can be of further assistance, please contact me at 407.742.6000.

Respectfully yours,

Mary Jane Arrington
Supervisor of Elections

Vote
Osceola



April 19, 2024

Daphne Gillyard – Director of Administrative Services
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

RE: Westview South Community Development District Registered Voters

Dear Ms. Gillyard,

In response to your request, there are currently **11** voters within the Westview South Community Development District. This number of registered voters in said District is as of **April 15, 2024**.

Please do not hesitate to contact us if we can be of further assistance.

Sincerely,

Lori Edwards
Supervisor of Elections
Polk County, Florida

P.O. Box 1460, Bartow, FL 33831 • Phone: (863) 534-5888

PolkElections.gov

Para asistencia en Español, por favor de llamar al (863) 534-5888

WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE

LOCATION

*Hampton Inn & Suites Orlando South Lake Buena Vista
4971 Calypso Cay Way, Kissimmee, Florida 34746*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 11, 2023 CANCELED	Regular Meeting	2:00 PM*
November 8, 2023 CANCELED NO QUORUM	Regular Meeting	2:00 PM*
December 13, 2023	Regular Meeting	2:00 PM*
January 10, 2024	Regular Meeting	2:00 PM*
February 14, 2024 CANCELED	Regular Meeting	2:00 PM*
March 13, 2024 CANCELED	Regular Meeting	2:00 PM*
April 10, 2024 CANCELED	Regular Meeting	2:00 PM*
May 8, 2024	Regular Meeting	2:00 PM*
June 12, 2024	Regular Meeting	2:00 PM*
July 10, 2024	Regular Meeting	2:00 PM*
August 14, 2024	Regular Meeting	2:00 PM*
September 11, 2024	Regular Meeting	2:00 PM*

**Meetings will commence at the later of 2:00 PM, or conclusion of Center Lake Ranch West CDD Meetings, scheduled to commence at 1:30 PM*