

**WESTVIEW SOUTH  
COMMUNITY DEVELOPMENT  
DISTRICT**

**August 9, 2023**

**BOARD OF SUPERVISORS  
PUBLIC HEARING AND  
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**

August 2, 2023

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 Public Hearing and Regular Meeting on August 9, 2023 at 2:00 p.m., 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. Public Hearing on Adoption of Fiscal Year 2023/2024 Budget
  - A. Proofs/Affidavits of Publication
  - B. Consideration of Resolution 2023-40, Relating to the Annual Appropriations and Adopting the Budgets for the Fiscal Year Beginning October 1, 2023, and Ending September 30, 2024; Authorizing Budget Amendments; and Providing an Effective Date
4. Consideration of Fiscal Year 2023/2024 Budget Funding Agreement
5. Consideration of Resolution 2023-41, 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
6. Consideration of CDD HOA Maintenance Agreement
7. Acceptance of Unaudited Financial Statements as of June 30, 2023
8. Approval of Minutes
  - A. June 26, 2023 Public Hearing and Regular Meeting
  - B. July 27, 2023 Continued Public Hearing and Regular Meeting

**ATTENDEES:**

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

**NOTE: Meeting Time**

9. Staff Reports

- A. District Counsel: *Kutak Rock, LLP*
- B. District Engineer (Interim): *Atwell, LLC*
- C. District Manager: *Wrathell, Hunt and Associates, LLC*
  - 0 Registered Voters in District as of April 15, 2023
  - NEXT MEETING DATE: September 13, 2023 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

10. Board Members' Comments/Requests

11. Public Comments

12. 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**

**3A**

# LOCALiQ

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## PROOF OF PUBLICATION

Daphne Gillyard  
DAPHNE GILLYARD  
Westview South CDD  
2300 Glades RD # 410W  
Boca Raton FL 33431-8556

### STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of The Ledger-News Chief, published in Polk County, Florida; that the attached copy of advertisement, being a Public Notices, was published on the publicly accessible website of Polk County, Florida, or in a newspaper by print in the issues of, on:

07/23/2023, 07/30/2023

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 07/30/2023

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$670.60

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1

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*Please do not use this form for payment remittance.*

WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2023/2024 BUDGET; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

The Board of Supervisors ("Board") of the Westview South Community Development District ("District"), will hold a public hearing on August 9, 2023 at 2:00 p.m., at the Hampton Inn & Suites Orlando South Lake Buena Vista, 4971 Calypso Cay Way, Kissimmee, FL 34746 for the purpose of hearing comments and objections on the adoption of the proposed budget ("Proposed Budget") of the District for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("Fiscal Year 2023/2024"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained by contacting the offices of the District Manager, Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 571-0010, during normal business hours.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

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

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

District Manager

**KAITLYN FELTY**  
Notary Public  
State of Wisconsin

**WESTVIEW SOUTH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**3B**

## RESOLUTION 2023-40

**THE ANNUAL APPROPRIATION RESOLUTION OF THE WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has, prior to the fifteenth (15<sup>th</sup>) day in June, 2023, submitted to the Board of Supervisors (“**Board**”) of the Westview South Community Development District (“**District**”) proposed budget(s) (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

**WHEREAS**, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

**WHEREAS**, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1<sup>st</sup> of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

**WHEREAS**, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

### **SECTION 1. BUDGET**

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.



- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes ("Adopted Budget")*, and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Westview South Community Development District for the Fiscal Year Ending September 30, 2024."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

## **SECTION 2. APPROPRIATIONS**

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2023/2024, the sums set forth in **Exhibit A** to be raised by the levy of assessments, a funding agreement and/or otherwise. Such sums are deemed by the Board to be necessary to defray all expenditures of the District during said budget year, and are to be divided and appropriated in the amounts set forth in **Exhibit A**.

## **SECTION 3. BUDGET AMENDMENTS**

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2023/2024 or within 60 days following the end of the Fiscal Year 2023/2024 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 9TH DAY OF AUGUST, 2023.**

**ATTEST:**

**WESTVIEW SOUTH COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**Exhibit A:** Fiscal Year 2023/2024 Budget(s)

**Exhibit A:** Fiscal Year 2023/2024 Budget(s)

**WESTVIEW SOUTH  
COMMUNITY DEVELOPMENT DISTRICT  
PROPOSED BUDGET  
FISCAL YEAR 2024**

**WESTVIEW SOUTH  
COMMUNITY DEVELOPMENT DISTRICT  
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**WESTVIEW SOUTH  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2024**

	Fiscal Year 2023				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023	Total Actual & Projected	
<b>REVENUES</b>					
Landowner contribution	\$ 75,515	\$ 9,084	\$ 84,599	\$ 74,376	\$ 274,204
Total revenues	<u>75,515</u>	<u>9,084</u>	<u>84,599</u>	<u>74,376</u>	<u>274,204</u>
<b>EXPENDITURES</b>					
<b>Professional &amp; administrative</b>					
Supervisors	-	215	646	861	3,014
Management/accounting/recording	32,000	8,000	22,000	30,000	48,000
Legal	25,000	1,236	23,764	25,000	25,000
Engineering	2,000	-	2,000	2,000	2,000
Audit	-	-	-	-	6,000
Arbitrage rebate calculation	-	-	-	-	3,000
Dissemination agent	500	-	500	500	4,000
Trustee	-	-	-	-	11,000
DSF accounting	-	-	-	-	11,000
Telephone	200	66	134	200	200
Postage	500	-	500	500	500
Printing & binding	500	167	333	500	500
Legal advertising	6,500	2,633	3,867	6,500	6,500
Annual special district fee	175	-	175	175	175
Insurance	5,500	-	5,500	5,500	5,500
Meeting room	-	-	-	-	1,400
Contingencies/bank charges	750	-	750	750	500
Website hosting & maintenance	1,680	-	1,680	1,680	705
Website ADA compliance	210	-	210	210	210
Total professional & administrative	<u>75,515</u>	<u>12,317</u>	<u>62,059</u>	<u>74,376</u>	<u>129,204</u>
<b>Field operations</b>					
Environmental services	-	-	-	-	145,000
Total field operations	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>145,000</u>
Total expenditures	<u>75,515</u>	<u>12,317</u>	<u>62,059</u>	<u>74,376</u>	<u>274,204</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	(3,233)	22,540	-	-
Fund balance - beginning (unaudited)	-	-	-	-	-
Fund balance - ending	<u>\$ -</u>	<u>\$ (3,233)</u>	<u>\$ 22,540</u>	<u>\$ -</u>	<u>\$ -</u>

**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
<b>Wrathell, Hunt and Associates, LLC</b> (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	6,000
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Arbitrage rebate calculation	3,000
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent	4,000
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.	
Trustee	11,000
Annual fee for the service provided by trustee, paying agent and registrar.	
DSF accounting	11,000
Applicable for second and subsequent series of bonds.	
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.	
<b>EXPENDITURES (continued)</b>	
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
Environmental services	145,000
Total expenditures	<u><u>\$274,204</u></u>

**WESTVIEW SOUTH  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND BUDGET - SERIES 2023 (Assessment Area One - 2023 Project Area)  
FISCAL YEAR 2024**

	Fiscal Year 2023				Proposed Budget FY 2024
	Total Actual & Projected	Actual through 3/31/2023	Projected through 9/30/2023	Total Actual & Projected	
<b>REVENUES</b>					
Special assessment: off-roll	-	\$ -	\$ -	\$ -	3,167,739
Assessment prepayments	-	-	1,552,874	1,552,874	-
Total revenues	-	-	1,552,874	1,552,874	3,167,739
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	-	-	-	-	600,000
Principal prepayment	-	-	-	-	1,550,000
Interest	-	-	-	-	1,943,702
Total debt service	-	-	-	-	4,093,702
<b>Other fees &amp; charges</b>					
Costs of issuance	-	-	225,400	225,400	-
Underwriter's discount	-	-	960,000	960,000	-
Total other fees & charges	-	-	1,185,400	1,185,400	-
Total expenditures	-	-	1,185,400	1,185,400	4,093,702
Excess/(deficiency) of revenues over/(under) expenditures	-	-	367,474	367,474	(925,963)
<b>OTHER FINANCING SOURCES/(USES)</b>					
Bond proceeds	-	-	5,799,747	5,799,747	-
Original issue discount	-	-	(664,425)	(664,425)	-
Total other financing sources/(uses)	-	-	5,135,322	5,135,322	-
Fund balance:					
Net increase/(decrease) in fund balance	-	-	5,502,796	5,502,796	(925,963)
Beginning fund balance (unaudited)	-	-	-	-	5,502,796
Ending fund balance (projected)	\$ -	\$ -	\$5,502,796	\$ 5,502,796	4,576,833
Use of fund balance:					
Debt service reserve account balance (required)					(3,273,647)
Interest expense - November 1, 2024					(1,252,802)
Projected fund balance surplus/(deficit) as of September 30, 2024					<u>\$ 50,384</u>



**WESTVIEW SOUTH  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2023 (Assessment Area One - 2023 Project Area) AMORTIZATION SCHEDULE**

Date	Principal	Prepayment	Coupon Rate	Interest	Debt Service	Bond Balance
07/28/23						48,000,000.00
11/01/23		1,550,000.00		676,274.69	2,226,274.69	46,450,000.00
05/01/24	600,000.00		4.875%	1,267,426.88	1,867,426.88	45,850,000.00
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 2023 (Assessment Area One - 2023 Project Area) AMORTIZATION SCHEDULE**

<b>Date</b>	<b>Principal</b>	<b>Prepayment</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
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	-
<b>Total</b>	<b>46,450,000.00</b>			<b>49,448,834.07</b>	<b>97,448,834.07</b>	

**WESTVIEW SOUTH  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND BUDGET - SERIES 2023 (Assessment Area Two)  
FISCAL YEAR 2024**

	Fiscal Year 2023				Proposed Budget FY 2024
	Total Actual & Projected	Actual through 3/31/2023	Projected through 9/30/2023	Total Actual & Projected	
<b>REVENUES</b>					
Special assessment: off-roll	-	\$ -	\$ -	\$ -	\$ 598,469
Total revenues	-	-	-	-	598,469
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	-	-	-	-	120,000
Interest	-	-	-	-	361,701
Total debt service	-	-	-	-	481,701
<b>Other fees &amp; charges</b>					
Costs of issuance	-	-	148,200	148,200	-
Underwriter's discount	-	-	174,800	174,800	-
Total other fees & charges	-	-	323,000	323,000	-
Total expenditures	-	-	323,000	323,000	481,701
Excess/(deficiency) of revenues over/(under) expenditures	-	-	(323,000)	(323,000)	116,768
<b>OTHER FINANCING SOURCES/(USES)</b>					
Bond proceeds	-	-	1,095,373	1,095,373	-
Original issue discount	-	-	(50,688)	(50,688)	-
Total other financing sources/(uses)	-	-	1,044,685	1,044,685	-
Fund balance:					
Net increase/(decrease) in fund balance	-	-	721,685	721,685	116,768
Beginning fund balance (unaudited)	-	-	-	-	721,685
Ending fund balance (projected)	\$ -	\$ -	\$ 721,685	\$ 721,685	838,453
Use of fund balance:					
Debt service reserve account balance (required)					(598,469)
Interest expense - November 1, 2024					(235,634)
Projected fund balance surplus/(deficit) as of September 30, 2024					<u>\$ 4,350</u>

**WESTVIEW SOUTH  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2023 (Assessment Area Two) AMORTIZATION SCHEDULE**

<b>Date</b>	<b>Principal</b>	<b>Prepayment</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
07/28/23						8,740,000.00
11/01/23				123,216.93	123,216.93	8,740,000.00
05/01/24	120,000.00		4.750%	238,484.38	358,484.38	8,620,000.00
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 2023 (Assessment Area Two) AMORTIZATION SCHEDULE**

<b>Date</b>	<b>Principal</b>	<b>Prepayment</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
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	-
<b>Total</b>	<b>8,740,000.00</b>			<b>9,281,801.31</b>	<b>18,021,801.31</b>	

**WESTVIEW SOUTH  
COMMUNITY DEVELOPMENT DISTRICT  
ASSESSMENT COMPARISON  
PROJECTED FISCAL YEAR 2023 ASSESSMENTS**

**Assessment Area One 2023 Project - Off-Roll Assessments**

<b>Product/Parcel</b>	<b>Units</b>	<b>FY 2024</b>			<b>FY 2023</b>
		<b>O&amp;M Assessment per Unit</b>	<b>DS Assessment per Unit</b>	<b>Total Assessment per Unit</b>	<b>Total Assessment per Unit</b>
Townhome - 16'	130	\$ -	\$ 1,655.85	\$ 1,655.85	n/a
Townhome - 20'	102	-	2,082.45	2,082.45	n/a
TH - 16' Prepaid	46	-	464.01	464.01	n/a
TH - 20' Prepaid	34	-	580.01	580.01	n/a
Townhome - 22'	80	-	2,290.69	2,290.69	n/a
Villa - 32'	72	-	1,903.95	1,903.95	n/a
SF 40' - Entry	23	-	2,379.94	2,379.94	n/a
SF 45' - Entry	92	-	2,677.43	2,677.43	n/a
SF 50' - Entry	146	-	2,976.79	2,976.79	n/a
SF 40' - FMU	19	-	2,379.94	2,379.94	n/a
SF 45' - FMU	131	-	2,677.43	2,677.43	n/a
SF 50' - FMU	124	-	2,974.92	2,974.92	n/a
SF 45' - AA	119	-	2,677.43	2,677.43	n/a
SF 52' - AA	126	-	3,093.92	3,093.92	n/a
SF 62' - AA	46	-	3,688.90	3,688.90	n/a
<b>Total</b>	<b>1,290</b>				

**Assessment Area Two - Off-Roll Assessments**

<b>Product/Parcel</b>	<b>Units</b>	<b>FY 2024</b>			<b>FY 2023</b>
		<b>O&amp;M Assessment per Unit</b>	<b>DS Assessment per Unit</b>	<b>Total Assessment per Unit</b>	<b>Total Assessment per Unit</b>
Townhome - 16'	-	\$ -	\$ -	\$ -	n/a
Townhome - 20'	-	-	-	-	n/a
Townhome - 22'	-	-	-	-	n/a
Villa - 32'	-	-	-	-	n/a
SF 40' - Entry	41	-	1,159.82	1,159.82	n/a
SF 45' - Entry	180	-	1,304.80	1,304.80	n/a
SF 50' - Entry	218	-	1,449.78	1,449.78	n/a
SF 40' - FMU	-	-	-	-	n/a
SF 45' - FMU	-	-	-	-	n/a
SF 50' - FMU	-	-	-	-	n/a
SF 45' - AA	-	-	-	-	n/a
SF 52' - AA	-	-	-	-	n/a
SF 62' - AA	-	-	-	-	n/a
<b>Total</b>	<b>439</b>				

**WESTVIEW SOUTH  
COMMUNITY DEVELOPMENT DISTRICT  
ASSESSMENT COMPARISON  
PROJECTED FISCAL YEAR 2023 ASSESSMENTS**

<b>Future Assessment Areas - Off-Roll Assessments</b>
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<b>Product/Parcel</b>	<b>Units</b>	<b>FY 2024 O&amp;M Assessment per Unit</b>	<b>FY 2024 DS Assessment per Unit</b>	<b>FY 2024 Total Assessment per Unit</b>	<b>FY 2023 Total Assessment per Unit</b>
Townhome - 16'	82	\$ -	\$ -	\$ -	n/a
Townhome - 20'	-	-	-	-	n/a
Townhome - 22'	123	-	-	-	n/a
Villa - 32'	40	-	-	-	n/a
SF 40'	29	-	-	-	n/a
SF 45'	235	-	-	-	n/a
SF 50'	119	-	-	-	n/a
SF 52'	79	-	-	-	n/a
SF 62'	55	-	-	-	n/a
<b>Total</b>	<b>762</b>				

# **WESTVIEW SOUTH**

## **COMMUNITY DEVELOPMENT DISTRICT**

**4**



**WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2023/2024 BUDGET FUNDING AGREEMENT**

This Agreement ("**Agreement**") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between:

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

**LT Westview, LLC**, a Delaware limited liability company, and the developer of the lands in the District ("**Developer**") with a mailing address of 4900 North Scottsdale Road, Suite 2000, Scottsdale, Arizona 85251.

**RECITALS**

**WHEREAS**, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the District, pursuant to Chapter 190, Florida Statutes, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

**WHEREAS**, Developer presently is developing the majority of all real property ("**Property**") within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

**WHEREAS**, the District is adopting its general fund budget for Fiscal Year 2023/2023, which year concludes on September 30, 2024; and

**WHEREAS**, this general fund budget, which the parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit A**; and

**WHEREAS**, the District has the option of levying non-ad valorem assessments on all land, including the Property owned by the Developer, that will benefit from the activities, operations and services set forth in the Fiscal Year 2023/2024 budget, or utilizing such other revenue sources as may be available to it; and

**WHEREAS**, in lieu of levying assessments on the Property, the Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibit A**; and

**WHEREAS**, the Developer agrees that the activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit A** to the Property; and

**WHEREAS**, the Developer has agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in **Exhibit A**;

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **FUNDING.** The Developer agrees to make available to the District the monies ("**Funding Obligation**") necessary for the operation of the District as called for in the budget attached hereto as **Exhibit A** (and as **Exhibit A** may be amended from time to time pursuant to Florida law, but subject to the Developer's consent to such amendments to incorporate them herein), within thirty (30) days of written request by the District. The funds shall be placed in the District's general checking account. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District. Nothing contained herein shall constitute or be construed as a waiver of the District's right to levy assessments in the event of a funding deficit.

2. **ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement among the parties relating to the subject matter of this Agreement. 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.

3. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all of the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

4. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other. Any purported assignment without such consent shall be void.

5. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

6. **ENFORCEMENT.** In the event that any 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 costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

8. **CHOICE OF LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

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

10. **EFFECTIVE DATE.** The Agreement shall be effective after execution by the parties hereto.

[SIGNATURES ON NEXT PAGE]

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

**WESTVIEW SOUTH COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**LT WESTVIEW, LLC**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Exhibit A:** Fiscal Year 2023/2024 General Fund Budget

# **WESTVIEW SOUTH**

## **COMMUNITY DEVELOPMENT DISTRICT**

**5**

**RESOLUTION 2023-41**

**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 9th day of August, 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**



**WESTVIEW SOUTH  
COMMUNITY DEVELOPMENT DISTRICT  
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**WESTVIEW SOUTH  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2023**

	Adopted Budget FY 2023	Change	Amended Budget FY 2023
<b>REVENUES</b>			
Landowner contribution	\$ 75,515	\$ 98,000	\$ 173,515
Total revenues	<u>75,515</u>	<u>98,000</u>	<u>173,515</u>
<b>EXPENDITURES</b>			
<b>Professional &amp; administrative</b>			
Management/accounting/recording**	32,000	(2,000)	30,000
Legal	25,000	-	25,000
Engineering	2,000	-	2,000
Dissemination agent*	500	-	500
Telephone	200	-	200
Postage	500	-	500
Printing & binding	500	-	500
Legal advertising	6,500	-	6,500
Annual special district fee	175	-	175
Insurance	5,500	-	5,500
Contingencies/bank charges	750	-	750
Website hosting & maintenance	1,680	-	1,680
Website ADA compliance	210	-	210
Total professional & administrative	<u>75,515</u>	<u>(2,000)</u>	<u>73,515</u>
<b>Field operations</b>			
Environmental services	-	100,000	100,000
Total field operations	<u>-</u>	<u>100,000</u>	<u>100,000</u>
Total expenditures	<u>75,515</u>	<u>98,000</u>	<u>173,515</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	-	-
Fund balance - beginning (unaudited)	<u>-</u>	<u>-</u>	<u>-</u>
Fund balance - ending (projected)	<u>-</u>	<u>-</u>	<u>-</u>
Assigned			
Working capital	-	-	-
Unassigned	-	-	-
Fund balance - ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

\* These items will be realized when bonds are issued

\*\* WHA will charge a reduced management fee of \$2,000 per month until bonds are issued.

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

**EXPENDITURES**

**Professional & administrative**

Management/accounting/recording\*\* \$ 30,000

**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.

Dissemination agent\* 500

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.

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.

Contingencies/bank charges 750

Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.

Website hosting & maintenance 1,680

Website ADA compliance 210

Environmental services 100,000

Bio-Tech Consulting, Inc - Pod B and Pod E

Total expenditures \$ 173,515

# **WESTVIEW SOUTH**

## **COMMUNITY DEVELOPMENT DISTRICT**

**6**

## CDD / HOA MAINTENANCE AGREEMENT

THIS CDD / HOA MAINTENANCE AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between:

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

\_\_\_\_\_, a Florida not-for-profit corporation, whose address is c/o \_\_\_\_\_ ("**Association**").

### RECITALS

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

**WHEREAS**, the District presently owns various systems, facilities and infrastructure including, but not limited to, [stormwater management improvements and wetlands, and perimeter landscaping, irrigation, hardscape and other improvements]; and

**WHEREAS**, the District desires to provide for the operation, maintenance and repair (both day-to-day and capital) of the improvements described in **Exhibit A** attached hereto ("**Work**"), across the lands owned by the District from time to time ("**Property**"); and

**WHEREAS**, the Association is a not-for-profit corporation owning, operating and maintaining various improvements and facilities for the community that the District serves; and

**WHEREAS**, the residents within the community that are served by both the Association and the District benefit from the improvements and may be required to pay for the cost of the Work, regardless of whether such Work is conducted by the Association or the District; and

**WHEREAS**, for ease of administration, potential cost savings to property owners and residents and the benefits of full-time, on-site operation and maintenance personnel, the District desires to contract with the Association to provide the Work; and

**WHEREAS**, the Association represents that it is qualified, either in its own right or through its officers, employees, contractors and/or affiliates, to provide the Work and desires to contract with the District to do so in accordance with the terms of this Agreement.

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

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

## SECTION 2. SCOPE OF WORK.

- A. **Work.** Association shall be responsible for providing, or causing to be provided, the Work in an efficient, lawful and satisfactory manner. All Work, including the scope of the Work, shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. Association shall be responsible for all of its contractors or subcontractors that perform the Work as if the Association itself were performing such Work.
- B. **Inspection.** Association shall conduct regular inspections of all Property and report any irregularities to the District Manager, or his designated representative, and shall correct any irregularities in accordance with the terms of this Agreement.
- C. **Repair and Maintenance.** Association shall make, or cause to be made, such routine repair work or normal maintenance to the Property as may be required for the operation or physical protection of the Property. Association shall promptly cause emergency repairs to be made when such repairs are necessary for the preservation and safety of persons and/or property, or when the repairs are required to be made to avoid the suspension of any Work. Association shall immediately notify the District Manager, or a designated representative, concerning the need for emergency repairs.
- D. **Investigation and Report of Accidents/Claims.** Association shall promptly investigate and provide a full written report to the District Manager as to all accidents or claims for damage relating to the improvements or the Work. Such report shall at a minimum include a description of any damage or destruction of property and the estimated cost of repair. Association shall cooperate and make any and all reports required by any insurance company or the District in connection with any accident or claim. Association shall not file any claims with the District's insurance company without the prior consent of the District's Board of Supervisors.
- E. **Adherence to District Rules, Regulations and Policies.** Association shall ensure that Association's officers, employees, contractors and affiliates are familiar with all District policies and procedures and are informed with respect to the rules, regulations and notices as may be promulgated by the District from time to time and Association shall ensure that said persons conform therewith. Association assures the District that all third parties will be dealt with at arm's length, and that the District's interest will be best served at all times.
- F. **Care of the District's Improvements.** Association shall use all due care to protect the property of the District, its residents and landowners from damage by Association or its officers, employees, contractors and affiliates. Association agrees to repair any damage resulting from the activities and work of the Association or its officers, employees, contractors and affiliates. The District is not responsible for the cost of repairs from damage resulting from the acts or omissions of the Association or its officers, employees, contractors and affiliates.
- G. **Billing.** Association, on behalf of the District, shall be solely responsible for the budgeting, financing, billing and collection of fees, assessments, service charges, etc., necessary to perform the Work.
- H. **Designation of District Representative.** The District shall designate in writing a person to act as the District's representative with respect to the Work. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements

and systems pertinent to the Work. The District hereby designates the District Manager to act as its representative.

I. **Reporting.**

- i. The Association agrees to meet with the District's representative at the District's request no less than one time per month to walk the Property to discuss conditions, schedules, and items of concern regarding this Agreement.
- ii. The Association shall provide to the District copies of all contracts and amendments thereto for the Work (e.g., aquatics maintenance contract, landscape maintenance contract, wetlands maintenance contract, etc.).
- iii. The Association shall require that contractors provide – and shall provide to the District – periodic reports (at least once per quarter) describing the Work being performed and the status of any items of concern.
- iv. The Association on an annual basis and prior to February 1 of each year shall provide a report to the District that: (a) describes the Work performed during the past year, (b) identifies all contractors used in the past year to perform the Work, (c) details the amounts spent to perform the Work during the past year, (d) provides the anticipated budget and the projected fee collection to support such budget, subject to the reasonable approval of the District, to perform the Work in the upcoming year, and (e) identifies any items of current or future concern reasonably known to the Association and related to the Work and/or the District's property.

**SECTION 3. COMPENSATION.** The Association shall provide the Work at no cost to the District. The Association shall not be entitled, for any reason, to reimbursement or refund of any funds expended in the performance of its obligations under this Agreement. As a point of clarification, the Association is responsible for all major repairs and shall budget accordingly. The Association agrees that there is sufficient consideration for this Agreement because, among other reasons, the Association benefits from the contracting efficiencies in having all of the public and community infrastructure maintained by a single entity.

**SECTION 4. TERM.** This Agreement commences on the date first written above and continues through September 30, 20\_\_ (“**Initial Term**”). This Agreement shall automatically renew for annual periods thereafter unless terminated pursuant to the terms of this Agreement.

**SECTION 5. INSURANCE.** The Association and its contractors performing any part of the Work shall maintain or cause to be maintained, at its / or their own expense throughout the term of this Agreement, industry standard Worker's Compensation Insurance, Commercial General Liability Insurance and Automobile Liability Insurance. The District shall be an additional insured under all such insurance.

**SECTION 6. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**SECTION 7. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Association shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances relating to the Property, including but not limited to any applicable permits or other regulatory approvals.

**SECTION 8. LIENS AND CLAIMS.** The Association shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Association shall keep the District property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Association's performance under this Agreement, and the Association shall immediately discharge any such claim or lien.

**SECTION 9. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. Without intending to limit the foregoing, the District shall have a "self-help" remedy whereby, in the event of a default by the Association, the District may provide the Work and charge the cost of the Work to the Association, provided that the District first provide the Association with a reasonable opportunity to cure any default. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**SECTION 10. CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that each party shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the party seeking to enforce the conditions and agreements in refraining from so doing; and further, that the failure of a party at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

**SECTION 11. SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this Agreement, except as expressly limited in this Agreement.

**SECTION 12. TERMINATION.** At any time, either party may terminate this Agreement for any reason in its sole discretion and by providing at least sixty (60) days written notice to the other party of its intent to terminate. In the event of termination by the Association, the Association shall be required to provide the District with sufficient funds to provide for the Work contemplated by this Agreement until the District can complete its next regular budget and assessment cycle to incorporate funding into its budget and collect any necessary assessment revenues. Regardless of which party terminates this Agreement, the Association and the District shall cooperate in effectuating – to the extent the District so elects in its sole discretion – a transfer of the obligations under this Agreement including the assignment of maintenance contracts and the transfer of all documentation associated with the provision of Work hereunder including warranty documentation.

**SECTION 13. PERMITS AND LICENSES.** All permits and licenses required by any governmental agency for the operation and maintenance of the District's improvements shall be obtained and paid for by the District.



**SECTION 14. ASSIGNMENT.** No party may assign this Agreement without the prior written approval of the other. Any purported assignment without such written consent shall be void.

**SECTION 15. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Association shall be acting as an independent contractor. Neither the Association nor employees of the Association, if there are any, are employees of the District. The Association agrees to assume all liabilities or obligations imposed by any applicable laws with respect to employees of the Association, if there are any, in the performance of this Agreement. The Association shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Association shall have no authority to represent the District as an agent, employee, or in any other capacity.

**SECTION 16. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 17. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the District and Association relating to the subject matter of this Agreement.

**SECTION 18. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Association.

**SECTION 19. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Association, both the District and the Association have complied with all the requirements of law, and both the District and the Association have full power and authority to comply with the terms and provisions of this instrument.

**SECTION 20. NOTICES.** All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, certified/registered mail, or overnight delivery service, to the parties, at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Association may deliver Notice on behalf of the District and the Association, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

**SECTION 21. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Association and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Association any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions

contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Association and their respective representatives, successors and assigns.

**SECTION 22. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue for any dispute shall be in a court of appropriate jurisdiction in the County in which the District is located.

**SECTION 23. PUBLIC RECORDS.** The Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Association agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Association acknowledges that the designated public records custodian for the District is its District Manager (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Association 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 the Association 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 Association’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 the Association, the Association 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 ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT C/O CRAIG WRATHELL, WRATHELL, HUNT AND ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431 PHONE (561) 571-0010, AND E-MAIL WRATHELLC@WHHASSOCIATES.**

**SECTION 24. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 25. ARM’S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Association as an arm's length transaction. The District and the Association participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

**SECTION 26. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

**IN WITNESS WHEREOF,** the parties execute this Agreement to be effective the day and year first written above.

**WESTVIEW SOUTH COMMUNITY DEVELOPMENT  
DISTRICT**

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A:** Scope of Work

DRAFT

**EXHIBIT A  
SCOPE OF WORK**

**DISTRICT IMPROVEMENTS**

The Association shall operate, maintain and repair the following District improvements:

- **Roadway, Hardscape & Landscape, Stormwater and Wetland Improvements** – All roadway, hardscape/landscape, stormwater and wetland improvements within Tracts \_\_\_\_\_, and within all Drainage Easements as identified on the plat entitled \_\_\_\_\_.

**MAINTENANCE PROGRAM**

- **Lake Banks** - Common mowing of the District lake banks (every other week from March 1 through November 1, and once per month from November 1 through March 1). Weeding, edging and tree trimming will be done on an as needed basis.
- **Aquatics** - On a monthly basis, HOA shall conduct any monitoring, treatment and maintenance of the stormwater ponds to meet permit requirements and ensure that the ponds are maintained in a manner consistent with community standards.
- **Stormwater Structures** - On an annual or more frequent basis, HOA will hire a licensed engineer to conduct a visual inspection of stormwater improvements and to ensure that no dangerous conditions exist and that the system is operating in accordance with permit conditions. HOA shall maintain and repair the improvements as needed.
- **Conservation** - On a schedule necessary to meet the applicable District permit requirements, HOA shall conduct any monitoring and maintenance of any conservation / mitigation areas – including removal of nuisance / exotic species – to ensure that the District is in compliance with applicable permit requirements.
- **Roadways** - On an annual or more frequent basis, HOA will hire a licensed engineer to conduct a visual inspection of roadway improvements and to ensure that no dangerous conditions exist, and HOA shall maintain and repair the improvements as needed.
- **Hardscaping** - On an annual or more frequent basis, HOA will hire a licensed engineer to conduct a visual inspection of hardscape improvements and to ensure that no dangerous conditions exist, and HOA shall maintain and repair the improvements as needed. Also, on an annual or more frequent basis, HOA shall conduct power washing of all hardscape improvements.
- **Landscaping/Irrigation**
  - HOA shall conduct common mowing of the District common areas (every other week from March 1 through November 1, and once per month from November 1 through March 1).
  - HOA shall conduct weeding, edging and tree trimming on an as needed basis.
  - HOA shall provide pest control, fertilizer and mulch to all common area flower/tree beds and other landscaping on a schedule necessary to meet community standards.
  - HOA shall inspect and maintain the irrigation system within the District common areas on an as-needed basis and to ensure that it is properly functioning.

**WESTVIEW SOUTH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED**  
**FINANCIAL**  
**STATEMENTS**

**WESTVIEW SOUTH  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
JUNE 30, 2023**

**WESTVIEW SOUTH  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
JUNE 30, 2023**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
<b>ASSETS</b>				
Cash	\$ 6,153	\$ -	\$ -	\$ 6,153
Due from Developer	14,427	2,422	-	16,849
Total assets	<u>\$ 20,580</u>	<u>\$ 2,422</u>	<u>\$ -</u>	<u>\$ 23,002</u>
<b>LIABILITIES AND FUND BALANCES</b>				
Liabilities:				
Accounts payable	\$ 14,427	\$ 2,422		\$ 16,849
Due to Landowner	-	3,482	23	3,505
Tax payable	153	-	-	153
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>20,580</u>	<u>5,904</u>	<u>23</u>	<u>26,507</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Deferred receipts	14,427	-	-	14,427
Total deferred inflows of resources	<u>14,427</u>	<u>-</u>	<u>-</u>	<u>14,427</u>
Fund balances:				
Restricted for:				
Debt service	-	(3,482)	-	(3,482)
Capital projects	-	-	(23)	(23)
Unassigned	(14,427)	-	-	(14,427)
Total fund balances	<u>(14,427)</u>	<u>(3,482)</u>	<u>(23)</u>	<u>(17,932)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 20,580</u>	<u>\$ 2,422</u>	<u>\$ -</u>	<u>\$ 23,002</u>
Total liabilities and fund balances	<u>\$ 20,580</u>	<u>\$ 2,422</u>	<u>\$ -</u>	<u>\$ 23,002</u>

\*The bank statement was not received in time for financial statement preparation.

**WESTVIEW SOUTH  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED JUNE 30, 2023**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Landowner contribution	\$ 7,221	\$ 19,538	\$ 75,515	26%
Total revenues	<u>7,221</u>	<u>19,538</u>	<u>75,515</u>	26%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Supervisors	-	1,076	-	N/A
Management/accounting/recording	2,000	14,000	32,000	44%
Legal	1,488	3,924	25,000	16%
Engineering	-	-	2,000	0%
Dissemination agent	-	-	500	0%
Telephone	17	117	200	59%
Postage	-	-	500	0%
Printing & binding	478	728	500	146%
Legal advertising	6,978	13,937	6,500	214%
Annual special district fee	-	-	175	0%
Insurance	-	-	5,500	0%
Contingencies/Meeting Room Rental	-	183	750	24%
Website hosting & maintenance	-	-	1,680	0%
Website ADA compliance	-	-	210	0%
Total expenditures	<u>\$10,961</u>	<u>\$33,965</u>	<u>75,515</u>	45%
Excess/(deficiency) of revenues over/(under) expenditures	(3,740)	(14,427)	-	
Fund balances - beginning	(10,687)	-	-	
Fund balances - ending	<u>\$ (14,427)</u>	<u>\$ (14,427)</u>	<u>\$ -</u>	



**WESTVIEW SOUTH  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND  
FOR THE PERIOD ENDED JUNE 30, 2023**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	
Total revenues	<u>-</u>	<u>-</u>	<u>-</u>	N/A
<b>EXPENDITURES</b>				
Cost of issuance	<u>2,422</u>	<u>3,482</u>	<u>-</u>	N/A
Total debt service	<u>2,422</u>	<u>3,482</u>	<u>-</u>	N/A
Excess/(deficiency) of revenues over/(under) expenditures	(2,422)	(3,482)	-	N/A
Fund balances - beginning	(1,060)	-	-	
Fund balances - ending	<u><u>\$ (3,482)</u></u>	<u><u>\$ (3,482)</u></u>	<u><u>\$ -</u></u>	

**WESTVIEW SOUTH  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND  
FOR THE PERIOD ENDED JUNE 30, 2023**

	Current Month	Year To Date
<b>REVENUES</b>		
Interest	\$ -	\$ -
Total revenues	-	-
<b>EXPENDITURES</b>		
Construction costs - Developer	-	23
Total expenditures	-	23
Excess/(deficiency) of revenues over/(under) expenditures	-	(23)
Fund balances - beginning	(23)	-
Fund balances - ending	\$ (23)	\$ (23)

**WESTVIEW SOUTH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**MINUTES**

**A**

**DRAFT**

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

The Board of Supervisors of the Westview South Community Development District held a Public Hearing and Regular Meeting on June 26, 2023 at 10:00 a.m., 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
Nora Schuster	Assistant Secretary
Logan Lantrip	Assistant Secretary
Heather Isaacs (via telephone)	Assistant Secretary

**Also present were:**

Cindy Cerbone	District Manager
Andrew Kantarzi	Wrathell, Hunt and Associates, LLC (WHA)
Jere Earlywine (via telephone)	District Counsel
Wes Haber (via telephone)	Kutak Rock, LLP
Santiago Machado	Interim District Engineer

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Ms. Cerbone called the meeting to order at 10:02 a.m. Supervisors Kalin, Schuster and Lantrip were present. Supervisor Issacs was not present at roll call. Supervisor Bonin was not present.

**SECOND ORDER OF BUSINESS**

**Public Comments**

No members of the public spoke.

**THIRD ORDER OF BUSINESS**

**Consideration of Resolution 2023-35, Ratifying the Actions of the District Manager in Re-Scheduling and Re-Noticing the Public Hearing on the Levy and Imposition of Special Assessments; Amending Resolution 2023-32 to Set the Public Hearing Thereon for June 26, 2023,**

41 at 10:00 A.M. at 4971 Calypso Cay Way,  
42 Kissimmee, Florida 34746

43  
44 Ms. Cerbone presented Resolution 2023-25. This was necessary due to a publishing  
45 problem with one of the two newspapers; one newspaper did not meet the publishing  
46 requirement.

47

48 **On MOTION by Mr. Kalin and seconded by Ms. Schuster, with all in favor,**  
49 **Resolution 2023-35, Ratifying the Actions of the District Manager in Re-**  
50 **Scheduling and Re-Noticing the Public Hearing on the Levy and Imposition of**  
51 **Special Assessments; Amending Resolution 2023-32 to Set the Public Hearing**  
52 **Thereon for June 26, 2023, at 10:00 A.M. at 4971 Calypso Cay Way, Kissimmee,**  
53 **Florida 3474, was adopted.**

54

55

56 **FOURTH ORDER OF BUSINESS**

**Public Hearing to Consider the Adoption of  
an Assessment Roll and the Imposition of  
Special Assessments Relating to the  
Financing and Securing of Certain Public  
Improvements**

57

58

59

60

61

62 Ms. Cerbone stated it will be necessary to continue this Public Hearing in order to send  
63 the Mailed Notice to the Landowners. The Public Hearing will be officially opened and then  
64 continued.

65 Mr. Earlywine stated that the issue with the Mailed Notice is not of great concern and  
66 this occurs occasionally. The bonds will likely be priced the second week of July and pricing  
67 numbers should be ready shortly thereafter. The bond closing is anticipated for July 28, 2023.  
68 Continuing the Public Hearing and sending the Mailed Notice does not change the bond  
69 schedule.

70 **Ms. Isaacs joined the meeting via telephone at about 10:07 a.m.**

71 • **Hear testimony from the affected property owners as to the propriety and advisability**  
72 **of making the improvements and funding them with special assessments on the**  
73 **property.**

74 • **Thereafter, the governing authority shall meet as an equalizing board to hear any and**  
75 **all complaints as to the special assessments on a basis of justice and right.**

76 **A. Affidavits/Proof of Publication**

- 77 B. Mailed Notice to Property Owner(s)
- 78 C. Engineer’s Report – Restated (for informational purposes)
- 79 D. Amended and Restated Master Special Assessment Methodology Report (for
- 80 informational purposes)
- 81 E. Consideration of Resolution 2023-36, Making Certain Findings; Authorizing a Capital
- 82 Improvement Plan; Adopting an Engineer’s Report; Providing an Estimated Cost of
- 83 Improvements; Adopting an Assessment Report; Equalizing, Approving, Confirming
- 84 and Levying Debt Assessments; Addressing the Finalization of Special Assessments;
- 85 Addressing the Payment of Debt Assessments and the Method of Collection; Providing
- 86 for the Allocation of Debt Assessments and True-Up Payments; Addressing
- 87 Government Property, and Transfers of Property to Units of Local, State and Federal
- 88 Government; Authorizing an Assessment Notice; and Providing for Severability,
- 89 Conflicts and an Effective Date

90 Items A through E were deferred to the Continued Public Hearing.

91

92 **On MOTION by Mr. Kalin and seconded by Mr. Lantrip, with all in favor, the**

93 **Public Hearing was opened.**

94

95

96 No members of the public or affected property owners spoke.

97

98 **On MOTION by Mr. Kalin and seconded by Mr. Lantrip, with all in favor,**

99 **continuing the Public Hearing to July 27, 2023 at 2:00 p.m., at the Hampton Inn**

100 **& Suites Orlando South Lake Buena Vista, 4971 Calypso Cay Way, Kissimmee,**

101 **Florida 34746, was approved.**

102

103

104 **FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-37,  
Declaring the District’s Intent to Accept  
Responsibility for the Perpetual Operation,  
Maintenance, and Funding of Stormwater  
Management System and Conservation  
Areas**

105

106

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111

Ms. Cerbone presented Resolution 2023-37 and read the title.

112 Mr. Earlywine stated the South Florida Water Management District (SFWMD) requested  
113 this Resolution confirming that the CDD will finance and maintain conservation and mitigation  
114 areas and that the CDD will be responsible for the stormwater management system that will be  
115 in place.

116

117 **On MOTION by Ms. Isaacs and seconded by Mr. Kalin, with all in favor,**  
118 **Resolution 2023-37, Declaring the District’s Intent to Accept Responsibility for**  
119 **the Perpetual Operation, Maintenance, and Funding of Stormwater**  
120 **Management System and Conservation Areas, was adopted.**

121

122

123 Ms. Cerbone stated that she and Mr. Kantarzhi will work Mr. Kalin regarding BioTech  
124 and a few other vendors so it is possible that the Fiscal Year 2024 budget might contain some  
125 operational line items.

126 Mr. Kalin stated that a proposal was received to conduct monitoring and maintenance  
127 and he wants to assign that to the CDD in July or August so that the second year can be  
128 budgeted by the CDD. Mr. Earlywine stated that can be done now.

129

130 **SIXTH ORDER OF BUSINESS** **Consideration of CDD HOA Maintenance**  
131 **Agreement**

132

133 This item was deferred.

134

135 **SEVENTH ORDER OF BUSINESS** **Acceptance of Unaudited Financial**  
136 **Statements as of May 31, 2023**

137

138 Ms. Cerbone presented the Unaudited Financial Statements as of May 31, 2023.

139

140 **On MOTION by Mr. Kalin and seconded by Ms. Schuster, with all in favor, the**  
141 **Unaudited Financial Statements as of May 31, 2023, were accepted.**

142

143

144 **EIGHTH ORDER OF BUSINESS** **Approval of April 12, 2023 Regular Meeting**  
145 **Minutes**

146

147 Ms. Cerbone presented the April 12, 2023 Regular Meeting Minutes.

148

149

**On MOTION by Mr. Kalin and seconded by Mr. Lantrip, with all in favor, the April 12, 2023 Regular Meeting Minutes, as presented, were approved.**

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152

**NINTH ORDER OF BUSINESS**

**Staff Reports**

154

**A. District Counsel: Kutak Rock LLP**

There was nothing further to report.

**B. District Engineer (Interim): Atwell, LLC**

There was no report.

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

- **0 Registered Voters in District as of April 15, 2023**

- **NEXT MEETING DATE: July 12, 2023 at 2:00 PM**

- **QUORUM CHECK**

The July 12, 2023 meeting will be cancelled. The next meeting, including the Continued Public Hearing, will be held on July 27, 2023.

165

**TENTH ORDER OF BUSINESS**

**Board Members' Comments/Requests**

167

There were no Board Members' comments or requests.

169

**ELEVENTH ORDER OF BUSINESS**

**Public Comments**

171

No members of the public spoke.

173

**TWELFTH ORDER OF BUSINESS**

**Adjournment**

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**On MOTION by Mr. Kalin and seconded by Mr. Lantrip, with all in favor, the meeting adjourned at 10:22 a.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]



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Secretary/Assistant Secretary

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Chair/Vice Chair

**WESTVIEW SOUTH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**MINUTES**

**B**

**DRAFT**

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

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The Board of Supervisors of the Westview South Community Development District held a Continued Public Hearing and Regular Meeting on July 27, 2023 at 2:00 p.m., 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 Bonin	Vice Chair
Heather Isaacs	Assistant Secretary

**Also present were:**

Cindy Cerbone	District Manager
Andrew Kantarzhi	Wrathell, Hunt and Associates, LLC (WHA)
Jere Earlywine (via telephone)	District Counsel
Ashley Ligas (via telephone)	Kutak Rock, LLP
Katie Ibarra (via telephone)	Kutak Rock, LLP
Bennett Davenport (via telephone)	Kutak Rock, LLP
Santiago Machado	Interim District Engineer

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Ms. Cerbone called the meeting to order at 2:27 p.m. Supervisors Kalin, Issacs and Bonin were present. Supervisors Schuster and Lantrip were not present.

**SECOND ORDER OF BUSINESS**

**Public Comments**

No members of the public spoke.

**THIRD ORDER OF BUSINESS**

**Continued Public Hearing to Consider the Adoption of an Assessment Roll and the Imposition of Special Assessments Relating to the Financing and Securing of Certain Public Improvements**

40 **On MOTION by Ms. Isaacs and seconded by Mr. Kalin, with all in favor, the**  
41 **Continued Public Hearing was opened.**

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**A. Affidavits/Proof of Publication**

**B. Mailed Notice to Property Owner(s)**

These items were included for informational purposes.

**C. Engineer’s Report – Restated (for informational purposes)**

Mr. Machado stated that the cost estimate for the Capital Improvement Plan (CIP) includes costs for Pods A and B and Assessment Areas One and Two, which are comprised of various public improvements.

**D. Amended and Restated Master Special Assessment Methodology Report (for informational purposes)**

Ms. Cerbone presented the Amended and Restated Master Special Assessment Methodology Report, which presents the updated projections for financing the CIP, as described in the Engineer’s Restated Report.

**E. Consideration of Resolution 2023-36, Making Certain Findings; Authorizing a Capital Improvement Plan; Adopting an Engineer’s Report; Providing an Estimated Cost of Improvements; Adopting an Assessment Report; Equalizing, Approving, Confirming and Levying Debt Assessments; Addressing the Finalization of Special Assessments; Addressing the Payment of Debt Assessments and the Method of Collection; Providing for the Allocation of Debt Assessments and True-Up Payments; Addressing Government Property, and Transfers of Property to Units of Local, State and Federal Government; Authorizing an Assessment Notice; and Providing for Severability, Conflicts and an Effective Date**

- **Hear testimony from the affected property owners as to the propriety and advisability of making the improvements and funding them with special assessments on the property.**

No members of the public or affected property owners spoke.

- **Thereafter, the governing authority shall meet as an equalizing board to hear any and all complaints as to the special assessments on a basis of justice and right.**

71 The Board, sitting as the Equalizing Board, made no changes to the assessment levels.

72

73 **On MOTION by Mr. Kalin and seconded by Ms. Isaacs, with all in favor, the**  
74 **Continued Public Hearing was closed.**

75

76

77 Ms. Cerbone presented Resolution 2023-36 and read the title.

78

79 **On MOTION by Mr. Kalin and seconded by Ms. Isaacs, with all in favor,**  
80 **Resolution 2023-36, Making Certain Findings; Authorizing a Capital**  
81 **Improvement Plan; Adopting an Engineer’s Report; Providing an Estimated**  
82 **Cost of Improvements; Adopting an Assessment Report; Equalizing, Approving,**  
83 **Confirming and Levying Debt Assessments; Addressing the Finalization of**  
84 **Special Assessments; Addressing the Payment of Debt Assessments and the**  
85 **Method of Collection; Providing for the Allocation of Debt Assessments and**  
86 **True-Up Payments; Addressing Government Property, and Transfers of**  
87 **Property to Units of Local, State and Federal Government; Authorizing an**  
88 **Assessment Notice; and Providing for Severability, Conflicts and an Effective**  
89 **Date, was adopted.**

90

91

92 **FOURTH ORDER OF BUSINESS**

**Presentation of First Supplemental  
Engineer’s Report, dated May 31, 2023**

93

94

95 Mr. Santiago stated that the First Supplemental Engineer’s Report shows cost estimates  
96 for Assessment Areas One and Two and the public improvements for Pods A and B.

97 The Reports behind the Fourth and Fifth Orders of Business will be approved via  
98 Resolution 2023-09, which is the Sixth Order of Business.

99

100 **FIFTH ORDER OF BUSINESS**

**Presentation of Final First Supplemental  
Assessment Methodology Report, dated  
July 11, 2023**

101

102

103

104 Ms. Cerbone presented the Final First Supplemental Assessment Methodology Report.  
105 She stated that it is specific to the bond issue for the Assessment Area One and Assessment  
106 Area Two 2023 projects.

107 District Staff responded to questions and noted that the contingency amount is 10%,  
108 based on project cost, and that changes were made to the lots and recorded in the Amended  
109 and Restated Master Special Assessment Methodology Report.

110

111 **SIXTH ORDER OF BUSINESS** **Consideration of Resolution 2023-39, Setting**  
112 **Forth the Specific Terms of the Westview South**  
113 **Community Development District’s \$48,000,000**  
114 **Special Assessment Bonds, Series 2023**  
115 **(Assessment Area One – 2023 Project Area) and**  
116 **\$8,740,000 Special Assessment Bonds, Series 2023**  
117 **(Assessment Area Two); Making Certain**  
118 **Additional Findings and Confirming and/or**  
119 **Adopting a Supplemental Engineer’s Report and a**  
120 **Supplemental Assessment Report; Confirming the**  
121 **Maximum Assessment Lien Securing the 2023**  
122 **Bonds; Addressing the Allocation and Collection of**  
123 **the Assessments Securing the 2023 Bonds;**  
124 **Addressing Prepayments; Addressing True-Up**  
125 **Payments; Providing for the Supplementation of**  
126 **the Improvement Lien Book; and Providing for**  
127 **Conflicts, Severability and an Effective Date**

129 Ms. Cerbone presented Resolution 2023-39 and read the title.

130

131 **On MOTION by Mr. Kalin and seconded by Ms. Isaacs, with all in favor,**  
132 **Resolution 2023-39, Setting Forth the Specific Terms of the Westview South**  
133 **Community Development District’s \$48,000,000 Special Assessment Bonds,**  
134 **Series 2023 (Assessment Area One – 2023 Project Area) and \$8,740,000 Special**  
135 **Assessment Bonds, Series 2023 (Assessment Area Two); Making Certain**  
136 **Additional Findings and Confirming and/or Adopting a Supplemental**  
137 **Engineer’s Report and a Supplemental Assessment Report; Confirming the**  
138 **Maximum Assessment Lien Securing the 2023 Bonds; Addressing the Allocation**  
139 **and Collection of the Assessments Securing the 2023 Bonds; Addressing**  
140 **Prepayments; Addressing True-Up Payments; Providing for the**  
141 **Supplementation of the Improvement Lien Book; and Providing for Conflicts,**  
142 **Severability and an Effective Date, was adopted.**

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144

145 **SEVENTH ORDER OF BUSINESS** **Consideration of Issuer’s Counsel**  
146 **Documents**

147

148 Ms. Ibarra presented the following:

- 149 A. True-Up Agreement (Assessment Area One)
- 150 B. True-Up Agreement (Assessment Area Two)
- 151 C. Collateral Assignment Agreement (Assessment Area One)
- 152 D. Collateral Assignment Agreement (Assessment Area Two)
- 153 E. Completion Agreement (Assessment Area One)
- 154 F. Completion Agreement (Assessment Area Two)
- 155 G. Notice of Special Assessments
- 156 H. Disclosure of Public Finance
- 157 I. Declaration of Consent (Assessment Area One)
- 158 J. Declaration of Consent (Assessment Area Two)

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On MOTION by Mr. Kalin and seconded by Ms. Isaacs, with all in favor, the Issuer’s Counsel Documents, True-Up Agreement (Assessment Area One), True-Up Agreement (Assessment Area Two), Collateral Assignment Agreement (Assessment Area One), Collateral Assignment Agreement (Assessment Area Two), Completion Agreement (Assessment Area One), Completion Agreement (Assessment Area Two), Notice of Special Assessments, Disclosure of Public Finance, Declaration of Consent (Assessment Area One), Declaration of Consent (Assessment Area Two), were approved.

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170 **EIGHTH ORDER OF BUSINESS**

**Consideration of Construction Related Items**

171

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173 **A. Assignment of Site Work Contract(s)**

174

Ms. Ibarra stated that the construction and site work contracts are not executed so they have not formally started this process. She requested a motion authorizing the Chair and Staff to proceed with the process when the contracts are executed.

177

Mr. Kalin stated that the next contract assignment is for the Pod B infrastructure improvements.

179

Discussion ensued regarding processing payout requisitions from the site contractor.

180

Ms. Ibarra advised that she corrected the street name on the signature page of the following document to read “Cypress Parkway”.

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**On MOTION by Ms. Isaacs and seconded by Mr. Kalin, with all in favor, authorizing the Chair to proceed with the process and execute the contract and for District Staff to work on the assignment of the site construction contracts when they are executed, was approved.**

Ms. Ligas presented the following:

**B. Acquisitions of Work Product and Improvements**

Ms. Ligas stated she reviewed the invoices. The following change was made:

Cost of Work Product Table: Change "RVE, Inc." to "RVI, Inc."

**On MOTION by Ms. Isaacs and seconded by Mr. Kalin, with all in favor, the Acquisitions of Work Product of Pod A and Phase 1A Improvements, totaling \$668,976.37 and \$7,182,746.31, respectively, as amended, were approved.**

**C. Other Items**

There was nothing further to discuss.

**NINTH ORDER OF BUSINESS**

**Consideration of CDD HOA Maintenance Agreement**

This item was deferred.

**TENTH ORDER OF BUSINESS**

**Consideration of Bio-Tech Consulting, Inc., Agreement for Environmental Maintenance Services [Westview Pod B, Pod E Mitigation Tract]**

Ms. Cerbone requested approval of this Agreement plus an additional \$100,000 for signage, as it was omitted from the original proposal.

Mr. Kalin stated that the Environmental Resource Permit (ERP) includes wetlands, which obligates the CDD to mitigate the area and perform prescribed burns over a 10-year period.

Ms. Isaacs asked about obtaining other quotes. Ms. Cerbone stated that, once costs exceed the \$195,000 threshold, the Request for Proposals (RFP) process will be required.

The consensus was to issue a separate Signage Agreement.



219

220

On MOTION by Ms. Isaacs and seconded by Mr. Bonin, with all in favor, the Bio-Tech Consulting, Inc., Agreement for Environmental Maintenance Services of Westview Pod B, Pod E Mitigation Tract and a separate Signage Agreement, in a not-to-exceed amount of \$100,000, was approved.

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**ELEVENTH ORDER OF BUSINESS**

**Staff Reports**

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A. District Counsel: Kutak Rock LLP

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B. District Engineer (Interim): Atwell, LLC

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

231

There were no Staff reports.

232

- **NEXT MEETING DATE: August 9, 2023 at 2:00 PM [Adoption of FY2024 Budget]**

233

- **QUORUM CHECK**

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235

**TWELFTH ORDER OF BUSINESS**

**Board Members' Comments/Requests**

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237

There were no Board Members' comments or requests.

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239

**THIRTEENTH ORDER OF BUSINESS**

**Public Comments**

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No members of the public spoke.

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**FOURTEENTH ORDER OF BUSINESS**

**Adjournment**

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On MOTION by Ms. Isaacs and seconded by Mr. Kalin, with all in favor, the meeting adjourned at 3:04 p.m.

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

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Chair/Vice Chair

**WESTVIEW SOUTH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**STAFF**  
**REPORTS**



July 5, 2023

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 **0** voters within the Westview South Community Development District. This number of registered voters in said District is as of **April 15, 2023**.

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**

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

**WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT**

**BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE**

**LOCATION**

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

<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>March 8, 2023 CANCELED</b>	<b>Regular Meeting</b>	<b>2:00 PM*</b>
<b>April 12, 2023</b>	<b>Regular Meeting</b>	<b>2:00 PM*</b>
<b>May 10, 2023</b> <i>rescheduled to May 31, 2023</i>	<b>Regular Meeting</b>	<b>2:00 PM*</b>
<b>May 31, 2023 CANCELED</b>	<b>Public Hearings and Regular Meeting</b>	<b>10:00 AM</b>
<b>June 14, 2023 CANCELED</b>	<b>Regular Meeting</b>	<b>2:00 PM*</b>
<b>June 26, 2023</b>	<b>Public Hearings and Regular Meeting</b>	<b>10:00 AM</b>
<b>July 12, 2023 CANCELED</b>	<b>Regular Meeting</b>	<b>2:00 PM*</b>
<b>July 27, 2023</b>	<b>Continued Public Hearings and Regular Meeting</b>	<b>2:00 PM</b>
<b>August 9, 2023</b>	<b>Regular Meeting</b>	<b>2:00 PM*</b>
<b>September 13, 2023</b>	<b>Regular Meeting</b>	<b>2:00 PM*</b>

*\*Meetings will commence at the conclusion of Center Lake Ranch West CDD Meetings, scheduled to commence at 1:30 p.m.*