

**WESTVIEW SOUTH
COMMUNITY DEVELOPMENT
DISTRICT**

June 11, 2025

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

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

June 4, 2025

Board of Supervisors
Westview South Community Development District

Dear Board Members:

The Board of Supervisors of the Westview South Community Development District will hold a Regular Meeting on June 11, 2025 at 2:00 p.m., or as soon thereafter as the matter may be heard, at the Hampton Inn & Suites Orlando South Lake Buena Vista, 4971 Calypso Cay Way, Kissimmee, Florida 34746. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2025-06, Approving a Proposed Budget for Fiscal Year 2025/2026 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing for an Effective Date
4. Consideration of Resolution 2025-07, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026 and Providing for an Effective Date
5. Consideration of Resolution 2025-08, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date
6. Consideration of Lake Maintenance Proposals
 - A. Proposal Comparison
 - B. Respondents
 - I. Enviraquatic, LLC
 - II. Lake Pros, LLC
 - III. Premier Lakes, Inc.
 - IV. The Lake Doctors, Inc.
7. Consideration of Floralawn, Inc. Landscape Maintenance Addenda

ATTENDEES:

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

- A. Esplanade
 - B. NBHD 2A
 - C. NBHD 2B
 - D. NBHD 3
 - E. NBHD 4
 - F. Spine Road
- 8. Consideration of Bio-Tech Consulting Pod E Mitigation Tract - First Annual Monitoring Report – 2024
 - 9. Consideration of Resolution 2025-09, Authorizing Certain Actions in Connection with the Implementation of the District’s Capital Improvement Plan, Granting the Authority to Execute Real and Personal Property Conveyance and Dedication Documents, and Plats and Other Documents Related to the Development of the District’s Improvements; Approving the Scope and Terms of Such Authorization; Providing a Severability Clause; and Providing an Effective Date
 - 10. Ratification Items
 - A. Certification of Financial Capability for Perpetual Operations and Maintenance Entities Pods C & D Ponds and Mitigation Sites
 - B. Quit Claim Deed Pod A, Tract A-10 (CDD to LT Westview)
 - C. Joinder and Consent
 - I. Pod A Phase 1B & 2
 - II. Pod A Phase 3 Plat
 - D. Enviraquatic, LLC Termination of Agreement for Aquatic Maintenance Services
 - E. Lake Pros, LLC Agreement for Aquatic Maintenance Services
 - 11. Acceptance of Unaudited Financial Statements as of April 30, 2025
 - 12. Approval of March 12, 2025 Regular Meeting Minutes
 - 13. Staff Reports
 - A. District Counsel: *Kutak Rock, LLP*
 - B. District Engineer: *Atwell, LLC*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*

- Status Report - Field Operations
- NEXT MEETING DATE: July 9, 2025 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	SUSAN KANE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	NORA SCHUSTER	<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	ANDREA FIDLER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

14. Board Members' Comments/Requests
15. Public Comments
16. Adjournment

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

Sincerely,

Andrew Kantarzhi
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 867 327 4756

WESTVIEW SOUTH

COMMUNITY DEVELOPMENT DISTRICT

3

RESOLUTION 2025-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2025/2026 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the District Manager has prepared and submitted to the Board of Supervisors ("**Board**") of the Westview South Community Development District ("**District**") prior to June 15, 2025, a proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2025 and ending September 30, 2026 ("**Fiscal Year 2025/2026**"); and

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

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

1. APPROVING PROPOSED BUDGET. The operating budget proposed by the District Manager for Fiscal Year 2025/2026, attached hereto as **Exhibit A**, is hereby approved as the basis for conducting a public hearing to adopt said budget.

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

DATE: _____

HOUR: 2:00 p.m.

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

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

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

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

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

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

PASSED AND ADOPTED this 11th day of June, 2025.

ATTEST:

**WESTVIEW SOUTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2025/2026 Budget

Exhibit A

Fiscal Year 2025/2026 Budget

**WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2026**

**WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT
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**WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	Budget FY 2026
REVENUES					
Assessment levy: on-roll - gross	\$ -				\$ 417,851
Allowable discounts (4%)	-				(16,714)
Assessment levy: on-roll - net	-	\$ 88,467	\$ 11,381	\$ 99,848	401,137
Assessment levy: off-roll	609,356	292,256	131,920	424,176	865,900
Lot closings	-	90,210	-	90,210	-
Landowner contribution	159,998	10,152	(10,152)	-	-
Total revenues	769,354	481,085	133,149	614,234	1,267,037
EXPENDITURES					
Professional & administrative					
Supervisors	3,014	431	2,583	3,014	3,014
Management/accounting/recording	48,000	24,000	24,000	48,000	48,000
Legal	25,000	11,049	13,951	25,000	25,000
Engineering	2,000	10,221	10,000	20,221	10,000
Audit	7,400	4,350	-	4,350	7,400
Arbitrage rebate calculation	1,500	-	1,500	1,500	1,500
Dissemination agent - 2023 AA1	1,000	500	500	1,000	1,000
Dissemination agent - 2023 AA2	1,000	500	500	1,000	1,000
Dissemination agent - 2025	1,000	-	1,000	1,000	1,000
EMMA software service	5,000	3,000	-	3,000	5,000
Trustee	16,500	-	11,500	11,500	16,500
DSF accounting - 2023 AA2	5,500	5,500	-	5,500	5,500
DSF accounting - 2025	5,500	-	1,500	1,500	5,500
Telephone	200	100	100	200	200
Postage	500	341	159	500	500
Printing & binding	500	250	250	500	500
Legal advertising	6,500	1,082	5,418	6,500	6,500
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,200	-	5,200	6,350
Meeting room	1,400	-	1,400	1,400	1,400
Contingencies/bank charges	500	-	1,000	1,000	1,500
Website hosting & maintenance	705	705	-	705	705
Website ADA compliance	210	210	-	210	210
Property appraiser & Tax Collector	-	2,160	-	2,160	14,833
Total professional & administrative	138,604	69,774	75,361	145,135	163,287

**WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	Proposed Budget FY 2026
Field operations					
Field operations management	15,000	7,500	7,500	15,000	15,000
Field operations accounting	6,000	3,000	3,000	6,000	10,000
Environmental services	30,000	20,725	10,000	30,725	75,000
Irrigation maintenance/repair	10,000	-	5,000	5,000	15,000
Plants, shrubs & mulch	10,000	-	5,000	5,000	35,000
Annuals	15,000	-	7,500	7,500	35,000
Tree trimming	6,000	-	3,000	3,000	15,000
Property insurance	10,000	-	10,000	10,000	50,000
Pond maintenance	35,000	3,750	25,000	28,750	60,000
Landscape maintenance	280,000	7,200	100,000	107,200	550,000
Irrigation pump maintenance	10,000	-	5,000	5,000	10,000
Dog waste stations	6,000	-	3,000	3,000	6,000
Backflow prevention test	750	-	750	750	750
Signage maintenance	5,000	-	2,500	2,500	5,000
Pressure washing	3,000	-	3,000	3,000	3,000
Holiday decorations	6,000	-	6,000	6,000	6,000
Street lighting agreement	150,000	-	35,000	35,000	100,000
Contingencies	25,000	750	15,000	15,750	50,000
Reclaim water	-	-	-	-	55,000
Electric:					
Irrigation	6,000	-	6,000	6,000	6,000
Entrance signs	2,000	-	2,000	2,000	2,000
Total field operations	<u>630,750</u>	<u>42,925</u>	<u>254,250</u>	<u>297,175</u>	<u>1,103,750</u>
Total expenditures	<u>769,354</u>	<u>112,699</u>	<u>329,611</u>	<u>442,310</u>	<u>1,267,037</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	368,386	(196,462)	171,924	-
Fund balance - beginning (unaudited)	<u>-</u>	<u>6,671</u>	<u>375,057</u>	<u>6,671</u>	<u>178,595</u>
Fund balance - ending (projected)					
Assigned					
Working capital	-	-	-	-	157,241
Unassigned	-	375,057	178,595	178,595	21,354
Fund balance - ending	<u>\$ -</u>	<u>\$ 375,057</u>	<u>\$ 178,595</u>	<u>\$ 178,595</u>	<u>\$ 178,595</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
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	10,000
The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Audit	7,400
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Arbitrage rebate calculation	1,500
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent - 2023 AA1	1,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.	
Dissemination agent - 2023 AA2	1,000
Dissemination agent - 2025	1,000
EMMA software service	5,000
Trustee	16,500
Annual fee for the service provided by trustee, paying agent and registrar.	
DSF accounting - 2023 AA2	5,500
Applicable for second and subsequent series of bonds.	
DSF accounting - 2025	5,500
Telephone	-
Telephone and fax machine.	200
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.	

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

EXPENDITURES (continued)

Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance	6,350
The District will obtain public officials and general liability insurance.	
Meeting room	1,400
Contingencies/bank charges	1,500
Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.	
Website hosting & maintenance	705
Website ADA compliance	210
Property appraiser & Tax Collector	14,833
Field operations	
Field operations management	15,000
Field operations accounting	10,000
Environmental services	75,000
Irrigation maintenance/repair	15,000
Plants, shrubs & mulch	35,000
Annuals	35,000
Tree trimming	15,000
Property insurance	50,000
Pond maintenance	60,000
Landscape maintenance	550,000
Irrigation pump maintenance	10,000
Dog waste stations	6,000
Backflow prevention test	750
Signage maintenance	5,000
Pressure washing	3,000
Holiday decorations	6,000
Street lighting agreement	100,000
Contingencies	50,000
Reclaim water	55,000
Electric:	
Irrigation	6,000
Street lights	
Entrance signs	2,000
Total expenditures	<u><u>\$ 1,267,037</u></u>

**WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2023A-1
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	Budget FY 2026
REVENUES					
Special assessment - on-roll	\$ -				\$ 974,857
Allowable discounts (4%)	-				(38,994)
Assessment levy: net	-	\$ -	\$ -	\$ -	935,863
Special assessment: off-roll	2,506,525	477,088	2,029,437	2,506,525	1,108,337
Assessment prepayments	-	4,857,909	-	4,857,909	-
Assessment prepayment interest	-	22,641	-	22,641	-
Lot closings	-	321,436	-	321,436	-
Lot closing interest	-	123,364	-	123,364	-
Interest	-	128,519	-	128,519	-
Total revenues	2,506,525	5,930,957	2,029,437	7,960,394	2,044,200
EXPENDITURES					
Debt service					
Principal	545,000	-	515,000	515,000	500,000
Principal prepayment	2,980,000	4,990,000	2,660,000	7,650,000	-
Interest	2,009,761	1,112,718	950,672	2,063,390	1,730,756
Total debt service	5,534,761	6,102,718	4,125,672	10,228,390	2,230,756
Other fees & charges					
Tax collector	-	9,530	-	9,530	34,601
Total other fees & charges	-	9,530	-	9,530	34,601
Total expenditures	5,534,761	6,112,248	4,125,672	10,237,920	2,265,357
Excess/(deficiency) of revenues over/(under) expenditures	(3,028,236)	(181,291)	(2,096,235)	(2,277,526)	(221,157)
Beginning fund balance (unaudited)	7,494,060	7,411,792	7,230,501	7,411,792	5,134,266
Ending fund balance (projected)	\$ 4,465,824	\$ 7,230,501	\$ 5,134,266	\$ 5,134,266	4,913,109
Use of fund balance:					
Debt service reserve account balance (required)					(2,542,240)
Interest expense - November 1, 2026					(853,191)
Projected fund balance surplus/(deficit) as of September 30, 2026					\$ 1,517,678

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

Date	Principal	Prepayment	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/25	-			865,378.13	865,378.13	31,690,000.00
05/01/26	500,000.00		4.875%	865,378.13	1,365,378.13	31,190,000.00
11/01/26	-			853,190.63	853,190.63	31,190,000.00
05/01/27	525,000.00		4.875%	853,190.63	1,378,190.63	30,665,000.00
11/01/27	-			840,393.75	840,393.75	30,665,000.00
05/01/28	550,000.00		4.875%	840,393.75	1,390,393.75	30,115,000.00
11/01/28	-			826,987.50	826,987.50	30,115,000.00
05/01/29	580,000.00		5.375%	826,987.50	1,406,987.50	29,535,000.00
11/01/29	-			811,400.00	811,400.00	29,535,000.00
05/01/30	615,000.00		5.375%	811,400.00	1,426,400.00	28,920,000.00
11/01/30	-			794,871.88	794,871.88	28,920,000.00
05/01/31	650,000.00		5.375%	794,871.88	1,444,871.88	28,270,000.00
11/01/31	-			777,403.13	777,403.13	28,270,000.00
05/01/32	685,000.00		5.375%	777,403.13	1,462,403.13	27,585,000.00
11/01/32	-			758,993.75	758,993.75	27,585,000.00
05/01/33	720,000.00		5.375%	758,993.75	1,478,993.75	26,865,000.00
11/01/33	-			739,643.75	739,643.75	26,865,000.00
05/01/34	760,000.00		5.375%	739,643.75	1,499,643.75	26,105,000.00
11/01/34	-			719,218.75	719,218.75	26,105,000.00
05/01/35	805,000.00		5.375%	719,218.75	1,524,218.75	25,300,000.00
11/01/35	-			697,584.38	697,584.38	25,300,000.00
05/01/36	845,000.00		5.375%	697,584.38	1,542,584.38	24,455,000.00
11/01/36	-			674,875.00	674,875.00	24,455,000.00
05/01/37	895,000.00		5.375%	674,875.00	1,569,875.00	23,560,000.00
11/01/37	-			650,821.88	650,821.88	23,560,000.00
05/01/38	945,000.00		5.375%	650,821.88	1,595,821.88	22,615,000.00
11/01/38	-			625,425.00	625,425.00	22,615,000.00
05/01/39	995,000.00		5.375%	625,425.00	1,620,425.00	21,620,000.00
11/01/39	-			598,684.38	598,684.38	21,620,000.00
05/01/40	1,050,000.00		5.375%	598,684.38	1,648,684.38	20,570,000.00
11/01/40	-			570,465.63	570,465.63	20,570,000.00
05/01/41	1,110,000.00		5.375%	570,465.63	1,680,465.63	19,460,000.00
11/01/41	-			540,634.38	540,634.38	19,460,000.00
05/01/42	1,170,000.00		5.375%	540,634.38	1,710,634.38	18,290,000.00
11/01/42	-			509,190.63	509,190.63	18,290,000.00
05/01/43	1,235,000.00		5.375%	509,190.63	1,744,190.63	17,055,000.00
11/01/43	-			476,000.00	476,000.00	17,055,000.00
05/01/44	1,305,000.00		5.600%	476,000.00	1,781,000.00	15,750,000.00
11/01/44	-			439,460.00	439,460.00	15,750,000.00
05/01/45	1,380,000.00		5.600%	439,460.00	1,819,460.00	14,370,000.00
11/01/45	-			400,820.00	400,820.00	14,370,000.00
05/01/46	1,460,000.00		5.600%	400,820.00	1,860,820.00	12,910,000.00
11/01/46	-			359,940.00	359,940.00	12,910,000.00
05/01/47	1,545,000.00		5.600%	359,940.00	1,904,940.00	11,365,000.00
11/01/47	-			316,680.00	316,680.00	11,365,000.00

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

Date	Principal	Prepayment	Coupon Rate	Interest	Debt Service	Bond Balance
05/01/48	1,630,000.00		5.600%	316,680.00	1,946,680.00	9,735,000.00
11/01/48	-			271,040.00	271,040.00	9,735,000.00
05/01/49	1,725,000.00		5.600%	271,040.00	1,996,040.00	8,010,000.00
11/01/49	-			222,740.00	222,740.00	8,010,000.00
05/01/50	1,825,000.00		5.600%	222,740.00	2,047,740.00	6,185,000.00
11/01/50	-			171,640.00	171,640.00	6,185,000.00
05/01/51	1,930,000.00		5.600%	171,640.00	2,101,640.00	4,255,000.00
11/01/51	-			117,600.00	117,600.00	4,255,000.00
05/01/52	2,040,000.00		5.600%	117,600.00	2,157,600.00	2,215,000.00
11/01/52	-			60,480.00	60,480.00	2,215,000.00
05/01/53	2,160,000.00		5.600%	60,480.00	2,220,480.00	55,000.00
Total	31,635,000.00			31,383,125.00	63,018,125.00	

**WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2023A-2
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	Budget FY 2026
REVENUES					
Special assessment: off-roll	\$ 598,469	\$ 165,743	\$ 432,726	\$ 598,469	\$ 598,469
Lot closings	-	80,748	-	80,748	-
Interest	-	33,610	-	33,610	-
Total revenues	<u>598,469</u>	<u>280,101</u>	<u>432,726</u>	<u>712,827</u>	<u>598,469</u>
EXPENDITURES					
Debt service					
Principal	130,000	-	130,000	130,000	135,000
Principal prepayment	-	30,000	15,000	45,000	-
Interest	471,269	235,634	235,635	471,269	462,656
Total expenditures	<u>601,269</u>	<u>265,634</u>	<u>380,635</u>	<u>646,269</u>	<u>597,656</u>
Excess/(deficiency) of revenues over/(under) expenditures	(2,800)	14,467	52,091	66,558	813
Beginning fund balance (unaudited)	841,458	873,671	888,138	873,671	940,229
Ending fund balance (projected)	<u>\$ 838,658</u>	<u>\$ 888,138</u>	<u>\$ 940,229</u>	<u>\$ 940,229</u>	<u>941,042</u>
Use of fund balance:					
Debt service reserve account balance (required)					(598,469)
Interest expense - November 1, 2026					(228,122)
Projected fund balance surplus/(deficit) as of September 30, 2026					<u>\$ 114,451</u>

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

Date	Principal	Prepayment	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/25				231,328.13	231,328.13	8,445,000.00
05/01/26	135,000.00		4.750%	231,328.13	366,328.13	8,310,000.00
11/01/26				228,121.88	228,121.88	8,310,000.00
05/01/27	140,000.00		4.750%	228,121.88	368,121.88	8,170,000.00
11/01/27				224,796.88	224,796.88	8,170,000.00
05/01/28	145,000.00		4.750%	224,796.88	369,796.88	8,025,000.00
11/01/28				221,353.13	221,353.13	8,025,000.00
05/01/29	155,000.00		5.375%	221,353.13	376,353.13	7,870,000.00
11/01/29				217,187.50	217,187.50	7,870,000.00
05/01/30	165,000.00		5.375%	217,187.50	382,187.50	7,705,000.00
11/01/30				212,753.13	212,753.13	7,705,000.00
05/01/31	175,000.00		5.375%	212,753.13	387,753.13	7,530,000.00
11/01/31				208,050.00	208,050.00	7,530,000.00
05/01/32	180,000.00		5.375%	208,050.00	388,050.00	7,350,000.00
11/01/32				203,212.50	203,212.50	7,350,000.00
05/01/33	190,000.00		5.375%	203,212.50	393,212.50	7,160,000.00
11/01/33				198,106.25	198,106.25	7,160,000.00
05/01/34	205,000.00		5.375%	198,106.25	403,106.25	6,955,000.00
11/01/34				192,596.88	192,596.88	6,955,000.00
05/01/35	215,000.00		5.375%	192,596.88	407,596.88	6,740,000.00
11/01/35				186,818.75	186,818.75	6,740,000.00
05/01/36	225,000.00		5.375%	186,818.75	411,818.75	6,515,000.00
11/01/36				180,771.88	180,771.88	6,515,000.00
05/01/37	240,000.00		5.375%	180,771.88	420,771.88	6,275,000.00
11/01/37				174,321.88	174,321.88	6,275,000.00
05/01/38	250,000.00		5.375%	174,321.88	424,321.88	6,025,000.00
11/01/38				167,603.13	167,603.13	6,025,000.00
05/01/39	265,000.00		5.375%	167,603.13	432,603.13	5,760,000.00
11/01/39				160,481.25	160,481.25	5,760,000.00
05/01/40	280,000.00		5.375%	160,481.25	440,481.25	5,480,000.00
11/01/40				152,956.25	152,956.25	5,480,000.00
05/01/41	295,000.00		5.375%	152,956.25	447,956.25	5,185,000.00
11/01/41				145,028.13	145,028.13	5,185,000.00
05/01/42	310,000.00		5.375%	145,028.13	455,028.13	4,875,000.00
11/01/42				136,696.88	136,696.88	4,875,000.00
05/01/43	330,000.00		5.375%	136,696.88	466,696.88	4,545,000.00
11/01/43				127,828.13	127,828.13	4,545,000.00
05/01/44	350,000.00		5.625%	127,828.13	477,828.13	4,195,000.00
11/01/44				117,984.38	117,984.38	4,195,000.00
05/01/45	370,000.00		5.625%	117,984.38	487,984.38	3,825,000.00
11/01/45				107,578.13	107,578.13	3,825,000.00
05/01/46	390,000.00		5.625%	107,578.13	497,578.13	3,435,000.00
11/01/46				96,609.38	96,609.38	3,435,000.00
05/01/47	410,000.00		5.625%	96,609.38	506,609.38	3,025,000.00
11/01/47				85,078.13	85,078.13	3,025,000.00

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

Date	Principal	Prepayment	Coupon Rate	Interest	Debt Service	Bond Balance
05/01/48	435,000.00		5.625%	85,078.13	520,078.13	2,590,000.00
11/01/48				72,843.75	72,843.75	2,590,000.00
05/01/49	460,000.00		5.625%	72,843.75	532,843.75	2,130,000.00
11/01/49				59,906.25	59,906.25	2,130,000.00
05/01/50	490,000.00		5.625%	59,906.25	549,906.25	1,640,000.00
11/01/50				46,125.00	46,125.00	1,640,000.00
05/01/51	515,000.00		5.625%	46,125.00	561,125.00	1,125,000.00
11/01/51				31,640.63	31,640.63	1,125,000.00
05/01/52	545,000.00		5.625%	31,640.63	576,640.63	580,000.00
11/01/52				16,312.50	16,312.50	580,000.00
05/01/53	580,000.00		5.625%	16,312.50	596,312.50	-
Total	8,445,000.00			8,408,181.25	16,853,181.25	

**WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2026 ASSESSMENTS**

Assessment Area One 2023 Project - On-Roll Assessments					
		FY 2026 O&M Assessment per Unit	FY 2026 DS Assessment per Unit	FY 2026 Total Assessment per Unit	FY 2025 Total Assessment per Unit
Product/Parcel	Units				
TH - 16' Prepaid	176	\$ 211.31	\$ 493.62	\$ 704.93	\$ 704.93
TH - 20' Prepaid	136	264.14	617.02	881.16	881.16
TH - 22' Prepaid	72	290.55	678.72	969.28	969.28
Villa - 32' AA Prepaid	38	431.81	1,008.70	1,440.50	1,440.50
SF 40' - Entry Prepaid	23	539.76	1,260.87	1,800.63	1,800.63
SF 45' - Entry Prepaid	92	609.93	1,418.48	2,028.41	2,028.41
SF 50' - Entry Prepaid	146	674.70	1,576.09	2,250.79	2,250.79
SF 40' - FMU Prepaid	7	539.76	1,260.87	1,800.63	1,800.63
SF 45' - FMU Prepaid	66	609.93	1,418.48	2,028.41	2,028.41
SF 50' - FMU Prepaid	34	674.70	1,576.09	2,250.79	2,250.79
SF 45' - AA Prepaid	38	609.93	1,418.48	2,028.41	2,028.41
SF 52' - AA Prepaid	37	701.69	1,639.13	2,340.82	2,340.82
SF 62' - AA Prepaid	29	836.63	1,954.35	2,790.98	2,790.98
Total	894				

Assessment Area One 2023 Project - Off-Roll Assessments					
		FY 2026 O&M Assessment per Unit	FY 2026 DS Assessment per Unit	FY 2026 Total Assessment per Unit	FY 2025 Total Assessment per Unit
Product/Parcel	Units				
Townhome - 16'	-	\$ 198.63	\$ 1,655.85	\$ 1,854.48	\$ 1,752.51
Townhome - 20'	-	248.29	2,082.45	2,330.74	2,203.27
Townhome - 22'	8	273.12	2,290.69	2,563.81	2,423.60
Villa - 32' AA	34	397.26	1,903.95	2,301.21	2,097.27
SF 40' - Entry	-	496.58	2,379.94	2,876.52	2,621.59
SF 45' - Entry	-	561.13	2,677.43	3,238.56	2,950.49
SF 50' - Entry	-	620.72	2,976.79	3,597.52	3,278.85
SF 40' - FMU	12	496.58	2,379.94	2,876.52	2,621.59
SF 45' - FMU	65	561.13	2,677.43	3,238.56	2,950.49
SF 50' - FMU	90	620.72	2,974.92	3,595.65	3,276.98
SF 45' - AA	81	561.13	2,677.43	3,238.56	2,950.49
SF 52' - AA	89	645.55	3,093.92	3,739.47	3,408.06
SF 62' - AA	17	769.70	3,688.90	4,458.60	4,063.46
Total	396				

**WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2026 ASSESSMENTS**

Assessment Area Two - Off-Roll Assessments					
					FY 2025
Product/Parcel	Units	FY 2026 O&M Assessment per Unit	FY 2026 DS Assessment per Unit	FY 2026 Total Assessment per Unit	Total Assessment per Unit
SF 40' - Entry	41	\$ 496.58	\$ 1,159.82	\$ 1,656.40	\$ 1,159.82
SF 45' - Entry	180	561.13	1,304.80	1,865.94	1,304.80
SF 50' - Entry	218	620.72	1,449.78	2,070.50	1,449.78
Total	439				

**WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2026 ASSESSMENTS**

Future Assessment Areas - Off-Roll Assessments					
					FY 2025
Product/Parcel	Units	FY 2026 O&M Assessment per Unit	FY 2026 DS Assessment per Unit	FY 2026 Total Assessment per Unit	Total Assessment per Unit
Townhome - 16'	82	\$ 198.63	\$ -	\$ 198.63	n/a
Townhome - 20'	-	248.29	-	248.29	n/a
Townhome - 22'	123	273.12	-	273.12	n/a
Villa - 32' AA	40	397.26	-	397.26	n/a
SF 40'	29	496.58	-	496.58	n/a
SF 45'	235	561.13	-	561.13	n/a
SF 50'	119	620.72	-	620.72	n/a
SF 52'	79	645.55	-	645.55	n/a
SF 62'	55	769.70	-	769.70	n/a
Total	762				

WESTVIEW SOUTH

COMMUNITY DEVELOPMENT DISTRICT

4

RESOLUTION 2025-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2025/2026 AND PROVIDING FOR AN EFFECTIVE DATE

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

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

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

WHEREAS, the Board desires to adopt the Fiscal Year 2025/2026 meeting schedule attached as **Exhibit A**.

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

1. **ADOPTING FISCAL YEAR 2025/2026 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2025/2026 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

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

PASSED AND ADOPTED this 11th day of June, 2025.

ATTEST:

**WESTVIEW SOUTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION		
<i>Hampton Inn & Suites Orlando South Lake Buena Vista 4971 Calypso Cay Way, Kissimmee, Florida 34746</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 8, 2025	Regular Meeting	2:00 PM*
November 12, 2025	Regular Meeting	2:00 PM*
December 10, 2025	Regular Meeting	2:00 PM*
January 14, 2026	Regular Meeting	2:00 PM*
February 11, 2026	Regular Meeting	2:00 PM*
March 11, 2026	Regular Meeting	2:00 PM*
April 8, 2026	Regular Meeting	2:00 PM*
May 13, 2026	Regular Meeting	2:00 PM*
June 10, 2026	Regular Meeting	2:00 PM*
July 8, 2026	Regular Meeting	2:00 PM*
August 12, 2026	Regular Meeting	2:00 PM*
September 9, 2026	Regular Meeting	2:00 PM*
<i>*Meetings will commence at the later of 2:00 PM, or conclusion of Center Lake Ranch West CDD Meetings, scheduled to commence at 1:30 PM</i>		

WESTVIEW SOUTH

COMMUNITY DEVELOPMENT DISTRICT

5

RESOLUTION 2025-08

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT, APPROVING THE FLORIDA STATEWIDE
MUTUAL AID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING
FOR AN EFFECTIVE DATE**

WHEREAS, the State Emergency Management Act, Chapter 252, Florida Statutes, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, the Board of Supervisors of Westview South Community Development District desires to move forward and approve an agreement with the State of Florida, Division of Emergency Management, concerning the Statewide Mutual Aid Agreement; and

WHEREAS, the Florida Department of Economic Opportunity requires an independent special district to participate in the Statewide Mutual Aid Agreement to be eligible for funds under Administrative Rule 9G-1 9, Base Funding for County Emergency Management Agencies and Municipal Competitive Grant and Loan Programs;

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

1. **RECITALS.** The foregoing “**WHEREAS**” clauses are true and correct and are hereby ratified and confirmed by the Board of Supervisors.
2. **APPROVAL OF AGREEMENT.** The execution of the attached Statewide Mutual Aid Agreement is hereby authorized, and the Agreement is hereby approved.
3. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 11th day of June, 2025.

ATTEST:

**WESTVIEW SOUTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

Statewide Mutual Aid Agreement



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The "Division" is the Florida Division of Emergency Management.
- C. A "Requesting Party" to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An "Assisting Party" to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The "Period of Assistance" is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A "Mission" is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A "local government" is any educational district, special district, or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An "educational district" is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A "tribal council" is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A "Resource Support Agreement" as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. "Proof of work" as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals' emergency response activity at a tactical level.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Management's Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section F of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____

Clerk or Deputy Clerk

By: _____

Chair

Date: _____

Approved as to Form:

By: _____

County Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY SHERIFF'S OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY SHERIFF'S OFFICE, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY OR CITY FIRE DEPARTMENT/DISTRICT OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY OR CITY FIRE DEPARTMENT/DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SCHOOL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY STATE COLLEGE, COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
STATE COLLEGE, COMMUNITY
COLLEGE, or STATE OF FLORIDA

BOARD OF TRUSTEES
OF _____
UNIVERSITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SPECIAL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
AUTHORITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

TRIBAL COUNCIL OF THE
_____ TRIBE OF FLORIDA

By: _____

Council Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Council



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

WESTVIEW SOUTH

COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: **06/11/2025**

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on _____.

BY: _____

TITLE: _____

DATE: _____



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT – SAMPLE ATTACHMENT **Encompassed Entities**

This notice is an acknowledgment of an amendment to the 2023 SMAA by the Florida Division of Emergency Management (“the Division”) which allows parent entities to include individual departments and subdivisions, within their authority, to be listed as SMAA designees eligible for SMAA request and assistance procedures.

By our authority and adoption of the attached 2023 Statewide Mutual Aid agreement, as the parent entity, the following departments and subdivisions will be included as SMAA signatories for all asset request, assistance, and applicable reimbursement processes:

All entities listed herein will still require access to the DEMES Mutual Aid System for FDEM Reimbursement process requirements.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

WESTVIEW SOUTH

COMMUNITY DEVELOPMENT DISTRICT

6A

Westview South

Lake Service 43 Ponds Annually

	Lake Pros	Lake Doctors	Premier Lakes	Enviraquatic (Current Vendor)
Monthly Costs	\$4,190.00 per month (\$50,280 annually)	\$4,450.00 per month (\$53,400 annually)	TBD	\$3,545.00 per month (\$42,540 annually)
Scope of Work	<div>1. Algae and Aquatic Weed Control</div> <div>2. Border Grass and Brush Control</div> <div>3. Water testing (pH and Dissolved Oxygen)</div> <div>4. Underwater and Floating Vegetation Control</div> <div>5. Casual Debris and Trash Removal</div> <div>6. Treatment and Inspection Reporting</div> <div>7. Stormwater Structure Inspections & Grate Cleaning</div>	<div>1. Underwater and Floating Vegetation Control Program</div> <div>2. Shoreline Grass and Brush Control Program</div> <div>3. Free Callback Service</div> <div>4. Monthly Written Service Reports</div> <div>5. Additional Treatments, if required</div>		<div>1. Algae and Invasive Aquatic Weed Control</div> <div>2. Spray All Invasive Grasses.</div> <div>3. Casual Debris & Trash Removal</div> <div>4. Quarterly Water Testing</div> <div>5. No Cost Extra Required Visits</div> <div>6. Monthly Field Analysis Report</div>
Budget	Handled by the CDD.			

WESTVIEW SOUTH

COMMUNITY DEVELOPMENT DISTRICT

6BI

Aquatic Habitat Management Monthly Services Agreement

Enviraquatic
Lake and Wetland Management Solutions



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

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

Start: TBT Date: 05/06/2025 Littoral Plantings? NA FWC permitted? NA

Description of services:

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

Financial Agreement:

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

\$3,545.00*

**Monthly fee is based on the total estimated cost of service for a full-year, divided into twelve monthly payments. Any additional services deemed outside the scope of typical monthly service (i.e. excessive vegetation and/or debris physical removal, native shoreline plantings, fish stocking, permitting, etc.) will be charged additionally and only after client approval.*

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

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

Best Regards,

Jason M. Kirby
Owner/Operator

Notes/Special Instructions:

(44) Stormwater
retention/focal point ponds
(see attached map below)

**Trash/debris removal included.*

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

Name: _____

X _____

Date: _____

Monthly Aquatic Mgmt. Detailed Scope of Work



Description of monthly services:

Treatment Program:

Enviraquatic proposes a minimum of (2) management visits per month to a client: **Westview South CDD**. Each management visit will include a visual inspection of sites followed by application of any required EPA registered Herbicide and/or Algaecide products that are deemed necessary at the professional discretion of Enviraquatic. Each site, at minimum, will receive (1) visual inspections per month to determine what treatment (if any) is required to mitigate the growth of algae and/or vegetative species that are deemed non-native and/or invasive. Extra attention and treatment priority are to be given to sites with persistent, undesirable, and/or harmful conditions such as severe algae blooms, exotic vegetation growth and/or those sites with special management/homeowner concerns. Extra treatment visits deemed necessary outside the (2) minimum will be at no charge to client, at full professional discretion of Enviraquatic, and within all legal product labeling restrictions. Treatment results may not be apparent for 7-14 days following application of vegetation and/or algae control products; furthermore, most treatments will require 10-15 days before retreatments can be safely applied. Treatments are to be applied only by experienced, state licensed, and highly trained aquatic vegetation control specialist via UTV and boat mounted application equipment, backpack sprayer, or 'hand-cast' granular products in such a way as to mitigate noxious plant and algae growth while preserving and promoting sensitive aquatic eco-systems safely and effectively.

Other Services and details:

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

Native Vegetation Program:

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

Best Regards,

Jason M. Kirby
Owner/Operator

I have read above services description and agree to terms.

Name/Title: _____

Sign: _____

Date: _____

General Terms and Conditions

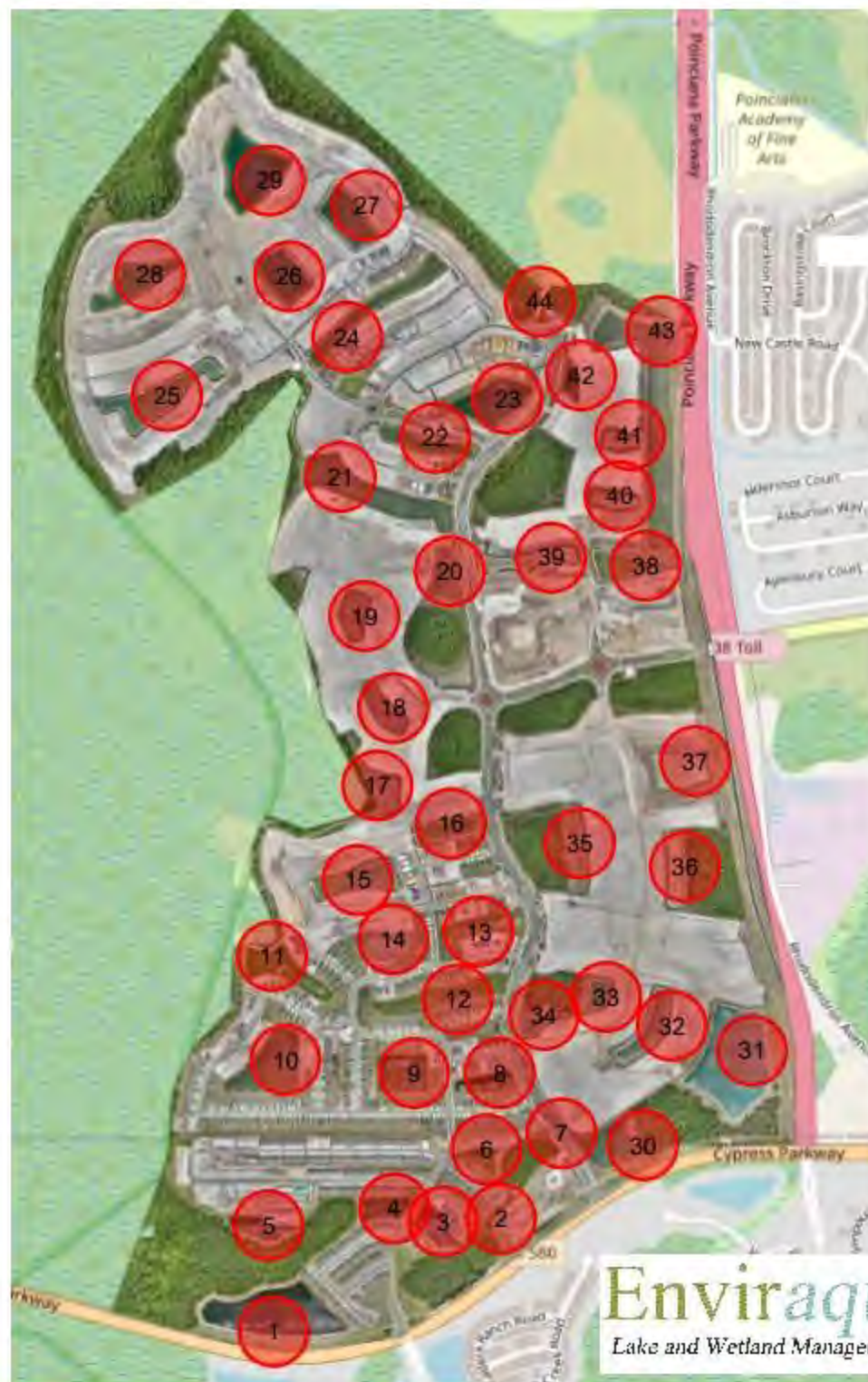


Enviraquatic is a fully insured limited liability company and accepts full responsibility for any damages caused by negligence on the part of Enviraquatic, LLC. Although rare, 'fish-kills' could occur at any time and for a multitude of reasons, including (but not limited to) weather events, toxic off-site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

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

Name: _____

X _____ Date: _____



WESTVIEW SOUTH

COMMUNITY DEVELOPMENT DISTRICT

6B11



Westview South CDD

Contact: Antonio D. Shaw
 Address: 2300 Glades Road, Ste 410W
 City/State/Zip: Boca Raton, FL 33481
 Phone: (352) 910-1477
 Email: shawa@whhassociates.com

This agreement, made by and between Lake Pros, LLC ("Contractor") and, Westview South CDD ("Owner")

*Maintenance Agreement—Lake Maintenance Service for forty-three (43) ponds.
 Includes three (3) visits per month.*

- Algae and Aquatic Weed Control
- Border Grass and Brush Control
- Underwater and Floating Vegetation Control
- Construction Debris and Trash Removal (Limited to what can be picked up by hand)
- Treatment and Inspection Reporting
- Stormwater Structure Inspections & Grate Cleaning

Monthly Lake Maintenance: \$4,190.00

Location	Pond Numbers	Total
Pod A (Westview TH)	1-6	\$680.00
Pond 7 (Wet/Dry)	7	\$90.00
Pod B (Aden)	8-20	\$1,250.00
NBHD 3	30-37	\$700.00
NBHD 4	40-43	\$350.00
Hub	38-39	\$180.00
NBHD 5 (<i>Esplanade*</i>)	21-29	\$940.00

3885 Shader Road, Orlando, Florida 32808

(407) 595-3648 www.lakepro.co

Terms and Conditions:

1. LAKE PROS monthly treatments include EPA certified herbicides applications, beneficial bacteria, casual debris clean up, and structure monitoring. Services outside of the maintenance scope will be subject to a one-time fee that is agreed upon by the CUSTOMER in writing.
2. Debris clean-up is limited to casual debris: such as cups, cans, bags, and other non-natural materials along the shoreline. Debris Clean-up service does NOT include extensive debris and trash cleanup in the event of a major storm event. (Example: Hurricane). Does NOT include construction debris, tires, shopping carts, and other large, discarded debris.
3. This agreement shall automatically renew for its original term on the anniversary starting date of this contract. The monthly service amount may be adjusted, as agreed upon by both Parties, and set forth in writing.
4. Invoices submitted for work completed shall be paid within 30 days of receipt. If payment has not been received within 30 days, invoices will accrue an interest at 2% per month. After two consecutive months without receiving payment, the account will be put on hold.
5. CUSTOMER understands that the annual investment amount has been spread out over a twelve-month period. If the CUSTOMER puts the account on hold, or LAKE PROS puts the account on hold due to lack of payment, an additional start-up fee may be required.
6. LAKE PROS will maintain insurance coverage, which includes General Liability Property Damage, Automobile Liability, and Workman's Compensation at its own expense.
7. The Customer agrees to inform LAKE PROS in writing if any lake or pond areas have been, or are scheduled, to be mitigated (planted with required or beneficial aquatic vegetation). Emergent weed control may not be performed within mitigated areas, new or existing, unless specifically stated by separate contract or modification of the agreement.
8. If at any time during the agreement, the customer is not satisfied with LAKE PROS service, the customer can cancel the agreement with a 30-day written notice.
9. Federal and State regulations require that various water time-use restrictions be observed during and following some treatments. LAKE PROS will notify the customer of such restriction. It shall be the customer's responsibility to observe the restrictions throughout the required period. The customer understands and agrees that, notwithstanding any other provision of the agreement, LAKE PROS does not assume any liability for failure by any party to be notified of, or to observe. The above regulations.
10. LAKE PROS shall not be responsible for acts beyond our control. These include, but aren't limited to, adverse weather conditions, Acts of God, Strikes, government regulations or order, acts of vandalism, theft or third-party actions.
11. The customer warrants that he or she is authorized to execute the water management agreement on behalf of the riparian owner and to hold LAKE PROS harmless for consequences of such service not arising out of the sole negligence of LAKE PROS.
12. LAKE PROS agrees to hold the customer harmless from any loss, damage, or claims arising out of the sole negligence of LAKE PROS. However, LAKE PROS shall in no event be liable to the customer or others indirect, special or consequential damages resulting from any cause whatsoever.
13. Water use restrictions ensuing treatment are rarely required. If required, LAKE PROS will notify the customer in writing. LAKE PROS will not be held responsible if customer fails to follow water use restrictions.

Customer Acceptance:

"OWNER"

"CONTRACTOR"

Lake Pros, LLC

Signature: _____

Signature: Chad Bass

Print: _____

Print: Chad Bass

Date: _____

Date: 5/6/25

3885 Shader Road, Orlando, Florida 32808

 (407) 595-3648
  www.lakepro.co

WESTVIEW SOUTH

COMMUNITY DEVELOPMENT DISTRICT

6BIII



Annual Management Program Agreement

Customer Name: Westview South CDD

Property Contact: Antonio Shaw

Agreement Effective Date: June 1st, 2025 - May 31st, 2026

Program Description: Annual Lake Maintenance

Premier Lakes Consultant: Alex Kurth

Consultant Phone Number: 239-707-1575

This Agreement, dated **May 15th, 2025**, is made by and between Premier Lakes, Inc., hereinafter known as "Premier Lakes," and **Westview South CDD**, hereinafter known as "Customer."

Both Customer and Premier Lakes agree to the following terms and conditions:

1. **General Conditions:** Premier Lakes will provide the contract services enumerated below to the Customer under the terms and conditions of this Agreement, and the Customer agrees to pay Premier Lakes for those services as listed below under the terms and conditions of this Agreement.
2. **Service Area:** The "Service Area" is described as **44 ponds consisting of approximately 70,556 linear feet and 121.38 acres.**
3. **Contract Services:** Premier Lakes will perform **(48) Forty-Eight** inspections per year of the Service Area and provide the following service as necessary.
 - a. **Aquatic Weed Control:** Growth of undesired aquatic vegetation will be treated upon identification by applying aquatic herbicides and adjuvants. Most of the time, these treatments will occur immediately upon inspection. However, timing may be adjusted to ensure the best results. All efforts will be made to ensure that unwanted vegetation is controlled before it becomes unsightly.
 - b. **Algae Control:** Algae will be controlled by applying algaecides and adjuvants as needed.
 - c. **Shoreline Weed Control:** Any growth of undesirable vegetation will be controlled and maintained utilizing aquatic herbicides, surfactants, and hand pulling where appropriate up to control elevation year-round. Species including Torpedo Grass, Cattails, Primrose Willow, and other species deemed unwanted by the customer will be controlled. The customer understands that



when spraying in beneficial littoral plants, minor damage to native vegetation may occur.

- d. Water Quality Analysis:** Dissolved oxygen, pH, and temperature will be included as needed. More detailed water quality testing will be an additional charge based on the agreed-upon parameters. Remediation will be priced separately.
 - e. Trash Pickup:** Premier Lakes will provide minor trash and debris pickup when on-site. In some circumstances, for example, in a community where a significant amount of new home construction is ongoing, and the amount of trash and debris is excessive, trash pickup will be an additional service to be added.
 - f. Management Reporting:** Service reports detailing the services rendered will be provided following each inspection.
 - g. Aquatic Consultation:** Attendance to monthly board meetings when requested.
- 4. Contract Term & Automatic Renewal:** This Agreement is for an annual management program. This Agreement will automatically renew annually at the end of the Agreement Effective Date for subsequent one (1) year terms, with a four (4%) increase in the Annual Agreement Price each year, rounded to the nearest dollar, under the same terms, specifications, and conditions set forth by this Agreement.
 - 5. Payment Terms:** No payment shall be due and payable upon executing this Agreement. The balance of the monthly service amount shall be billed in equal **Monthly** installments of **\$4,675.00** per **Month** commencing as of the first day of the month following the date of commencement of this Agreement. The customer agrees to pay Premier Lakes within thirty (30) days of the invoice. If the customer fails to pay any invoice within sixty (60) days of the invoice date, then a service charge of 1% per month (12% per annum) will be charged to the customer by Premier Lakes on balances not paid within sixty (60) days.
 - 6. Forms of Payment:** Premier Lakes accepts payment by check, ACH, debit, and credit card.
 - 7. Credit & Debit Card Fees:** Premier Lakes will charge customers a 3% processing fee for invoices paid by Credit or Debit card.
 - 8. Contract Void Ab Initio:** This contract will be void ab initio if Premier Lakes, in its sole discretion, determines that the condition of the Service Area has materially declined between the date of this Agreement and the commencement date of the Agreement.

If Premier Lakes commences services under this Agreement, this paragraph will not apply.

9. **Force Majeure:** Premier Lakes shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services due to any cause beyond its reasonable control.
10. **Contact Updates:** It is the customer's sole responsibility to notify Premier Lakes of any change in contact information, including, but not limited to, billing address, email addresses, and phone numbers, within thirty (30) days of any such changes.
11. **Termination:** This Agreement may be terminated by either Party with thirty (30) days' written notice, service to continue to the end of the month when the 30th day falls. All notifications must be sent by Certified Mail to Premier Lakes at 1936 Bruce B Downs Blvd, Suite 308, Wesley Chapel, FL 33543. Any party may notify the other Party of any change in name or address to which notices hereunder shall be sent by providing the same with thirty (30) days written notice to the other Party.
12. **Enforcement and Governing Law:** A default by either Party under this agreement shall entitle the other Party to all remedies available at law or in equity, which shall include, but not be limited to, the right to damages and injunctive relief under Florida law.
13. **Safety:** Premier Lakes agrees to use its best efforts and specialized equipment, products, and procedures to provide safe and effective results hereunder, and Premier Lakes will use all due care to protect the property of the Customer. Premier Lakes will not be liable for damage to plants due to disease, pestilence, flood, weather, or any other means unrelated to Premier Lakes' activities. In addition, some collateral damage to beneficial plants might be necessary to treat nuisance plants. Premier Lakes will use its best efforts and professional expertise to limit any damage to beneficial plants, but in no event will Premier Lakes be liable for collateral damage that is less than ten percent (10%) of the beneficial plant population.
14. **Additional Services:** Work requested by the Customer, such as trash clean-up, physical cutting and/or plant removal, and other additional services performed by Premier Lakes staff, will be billed separately under a separate agreement between the customer and Premier Lakes.
15. **Insurance:** Premier Lakes will maintain general liability and other insurances as necessary, given the scope and nature of the services. Premier Lakes will be responsible for those damages, claims, causes of action, injuries, or legal costs to the extent of its own direct negligence or misconduct. No party to this agreement will be liable to the other for incidental, consequential, or purely economic damages.

16. **E-Verify:** Premier Lakes utilizes the federal E-Verify program in contracts with public employers as required by Florida State Law and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.
17. **Limited Offer:** This proposal expires sixty (60) days from the issuance date unless modified in writing by Premier Lakes.

Annual Agreement Amount: \$56,100.00

Monthly Agreement Amount: \$4,675.00

Invoicing Frequency: Monthly

Accepted and Approved:

Westview South CDD

Signature:

Printed Name:

Title:

Date:

Customer Address for Notice Purposes:

Premier Lakes, Inc.

Signature:

Name:

Title:

Date:

Please Remit All Payments & Contracts to: 1936 Bruce B Downs Blvd, Suite 308, Wesley Chapel, FL 33544.



Pod A = ponds 1-6
(Towns)

Pond 7 = Spine Road -
this dry pond holds
water.

Pod B = NBHD 2 Aden
= ponds 8-21

NBHD 3 = ponds 32-39

NBDH 4 = ponds 42-44

Hub = 40-41

NBHD 5 = Esplanade
ponds 22-31

Total ponds 44

WESTVIEW SOUTH

COMMUNITY DEVELOPMENT DISTRICT

6BIV



Winter Springs Office
3543 State Road 419
Winter Springs, FL 32708
407-327-7918
WinterSprings@lakedoctors.com
www.lakedoctors.com

Water Management Agreement

Remit to: The Lake Doctors Inc.
PO BOX 20122
Tampa, FL 33622-0122

This Agreement, made this _____ day of _____, 20____ is between The Lake Doctors, Inc., a Florida corporation ("the Company") and the following "Customer"

PROPERTY NAME (Community/Business/Individual) _____

MANAGEMENT COMPANY _____

INVOICING ADDRESS _____

CITY _____ STATE _____ ZIP _____ PHONE () _____

EMAIL ADDRESS _____

The parties hereto agree to follows:

- A. The Company agrees to manage certain lakes and/or waterways for a period of twelve (12) months from the date of execution of this Agreement in accordance with the terms and conditions of this Agreement in the following location(s):
Forty-Three (43) ponds associated with **Westview South CDD, Kissimmee FL.**

Includes a minimum of Twelve (12) inspections and/or treatments, as necessary, for control and prevention of noxious aquatic weeds and algae.

- B. Customer agrees to pay the Company the following sum for specified aquatic management services:

1.	Underwater and Floating Vegetation Control Program	\$4,450.00	Monthly
2.	Shoreline Grass and Brush Control Program	\$	INCLUDED
3.	Free Callback Service	\$	INCLUDED
4.	Monthly Written Service Reports	\$	INCLUDED
5.	Additional Treatments, if required	\$	INCLUDED
	Total of Services Accepted	\$4,450.00	Monthly

\$4,450.00 of the above sum-total shall be due and payable upon execution of this Agreement; the balance shall be payable in advance in monthly installments of **\$4,450.00** plus any additional costs such as sales taxes, permitting fees, monitoring, reporting, water testing and related costs mandated by any governmental or regulatory body related to service under this Agreement.

- C. The Company uses products which, in its sole discretion, are intended to provide effective and safe results.
- D. The Company agrees to commence treatment within **thirty (30)** days, weather permitting, from the date of receipt of this executed Agreement plus initial deposit and/or required government permits.
- E. The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by Customer to the Company on or before **June 5, 2025**.
- F. The Terms and Conditions appearing on the reverse side form an integral part of this Agreement, and Customer hereby acknowledges that it has read and is familiar with the contents thereof.

CUSTOMER PREFERENCES

INVOICE FREQUENCY: ☐ MONTHLY ☐ EVERY OTHER MONTH ☐ QUARTERLY ☐ SEMI-ANNUAL ☐ ANNUAL

INVOICE TIMING: ☐ BEGINNING OF THE MONTH ☐ WITH SERVICE COMPLETION

EMAIL INVOICE: ☐ YES ☐ NO | If yes, provide invoice email: _____

EMAIL WORK ORDER: ☐ YES ☐ NO | If yes, provide work order email: _____

THIRD PARTY COMPLIANCE/REGISTRATION: ☐ YES ☐ NO

THIRD PARTY INVOICING PORTAL**: ☐ YES ☐ NO

***If a Third Party Compliance/Registration or an Invoice Portal is required; it is the Customer's responsibility to provide the information.*

REQUESTED START MONTH: _____ | PURCHASE ORDER #: _____

THE LAKE DOCTORS, INC.

CUSTOMER:

Jonathan Bandy - SALES MANAGER

Signed _____ Date _____

Name _____

Title _____

TERMS AND CONDITIONS

- 1) The Underwater and Floating Vegetation Control Program will be conducted in a manner consistent with good water management practice using the following methods and techniques when applicable.
 - a) Periodic treatments to maintain control of noxious submersed, floating and emersed aquatic vegetation and algae. Customer understands that some beneficial vegetation may be required in a body of water to maintain a balanced aquatic ecological system.
 - b) Determination of dissolved oxygen levels prior to treatment, as deemed necessary, to ensure that oxygen level is high enough to allow safe treatment. Additional routine water analysis and/or bacteriological analysis may be performed if required for success of the water management program.
 - c) Where applicable, treatment of only one-half or less of the entire body of water at any one time to ensure safety to fish and other aquatic life. However, the Company shall not be liable for loss of any exotic or non-native fish or vegetation. Customer must also notify the Company in writing if any exotic fish exist in lake or pond prior to treatment.
 - d) Customer understands and agrees that for the best effectiveness and environmental safety, materials used by the Company may be used at rates equal to or lower than maximum label recommendations.
 - e) Triploid grass carp stocking, if included, will be performed at stocking rates determined the Florida Fish and Wildlife Conservation Commission permit guidelines.
 - f) Customer agrees to provide adequate access. Failure to provide adequate access may require re-negotiation or termination of this Agreement.
 - g) Control of some weeds may take 30-90 days depending upon species, materials used and environmental factors.
 - h) When deemed necessary by the Company and approved by Customer, the planting and/or nurturing of certain varieties of plants, which for various reasons, help to maintain ecological balance.
- 2) Under the Shoreline Grass and Brush Control Program, the Company will treat border vegetation to the water's edge including, but not limited to torpedograss, cattails, and other emergent vegetation such as woody brush and broadleaf weeds. Many of species take several months or longer to fully decompose. Customer is responsible for any desired physical cutting and removal.
- 3) Customer agrees to inform the Company in writing if any lake or pond areas have been or are scheduled to be mitigated (planted with required or beneficial aquatic vegetation). the Company assumes no responsibility for damage to aquatic plants if Customer fails to provide such information in a timely manner. Emergent weed control may not be performed within mitigated areas, new or existing, unless specifically stated by separate contract or modification of this Agreement. Customer also agrees to notify the Company, in writing, of any conditions which may affect the scope of work and Customer agrees to pay any resultant higher direct costs incurred.
- 4) If services specify trash/debris removal, the Company will perform the following: removal of casual trash such as cups, plastic bags and other man-made materials up to a 5 gallon bucket but only during regularly scheduled service visits. Large or dangerous items such as biohazards and landscape debris will not be included.
- 5) Customer agrees to reimburse the Company for all processing fees for registering with third party companies for compliance monitoring services and/or invoicing portal fees. Fees will be reimbursed via an additional invoice per the Company's discretion.
- 6) If at any time during the term of this Agreement, Customer reasonably believes the Company is not performing in a satisfactory manner, or in accordance with the terms of this Agreement, Customer shall give the Company written notice stating with particularity the reasons for Customer's dissatisfaction. The Company shall investigate and attempt to address Customer's concerns. If, after 30 days from the giving of the original notice, Customer continues to reasonably believe the Company's performance is unsatisfactory, Customer may terminate this Agreement by giving written notice ("Second Notice") to the Company and paying all monies owing to the effective date of termination, which shall be the last day of the month in which the Second Notice is received by the Company. Customer may not terminate this Agreement before the end of the term except for cause in accordance with this paragraph.
- 7) If Customer discontinues or terminates service under this Agreement except for cause in accordance with paragraph 6, Company shall be entitled to collect as an early termination fee, and not as a penalty, an amount equal to, the lesser of, three (3) times the monthly service fee, or the number of months remaining in the term multiplied by the monthly service fee. The Company may declare the termination fee owed in a single payment due within ten (10) days of written demand.
- 8) Federal and State regulations require that various water time-use restrictions be observed during and following some treatments. The Company will notify Customer of such restrictions. It is Customer's responsibility to observe the restrictions throughout the required period. Customer understands and agrees that, notwithstanding any other provision of the Agreement, the Company does not assume any liability for failure by any party to be notified of, or to observe, such regulations or restrictions.
- 9) The Company shall maintain the following insurance coverage and limits: (a) Workman's Compensation with statutory limits; (b) Automobile Liability; (c) Comprehensive General Liability, including Pollution Liability, Property Damage, Completed Operations and Product Liability. A Certificate of Insurance will be provided upon request. A Certificate of Insurance naming Customer as "Additional Insured" may be provided at Customer's request. Customer agrees to pay for any additional costs of insurance requirements over and above the standard insurance provided by the Company.
- 10) The Company agrees to indemnify, defend and hold harmless Customer from and against any and all liability for any loss, injury or damage, including, without limitation, all costs, expenses, court costs and reasonable attorneys' fees, imposed on Customer by any person caused by or that results from the gross negligence or willful misconduct of the Company, its employees or agents. Customer hereby agrees to indemnify, defend and hold the Company harmless from and against any and all liability for any loss, injury or damage, including, without limitation, all costs, expenses, court costs and reasonable attorneys' fees, imposed on the Company by any person whomsoever that occurs on or about Customer's premises, except for any such loss, injury or damage that is caused by or results solely from the gross negligence or willful misconduct of the Company its employees or agents.
- 11) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, SAVINGS OR REVENUE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Customer agrees that the Company's liability under this Agreement shall be limited to six (6) times the monthly fee, which amount shall be Customer's maximum remedy regardless of the legal theory used to determine that the Company is liable for the injury or loss (including, without limitation, negligence breach of contract breach of warranty and product liability).
- 12) Neither party shall be responsible for damages, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome. Should the Company be prohibited, restricted or otherwise prevented or impaired from rendering specified services by any condition, the Company shall notify Customer of said condition and of the excess direct costs arising therefrom. Customer shall have thirty (30) days after receipt of notice to notify the Company in writing of any inability to comply with excess direct costs as requested by the Company.
- 13) Customer warrants that it is authorized to execute this Agreement on behalf of the riparian owner. If a legal entity, the person executing this Agreement on behalf of Customer represents that Customer is duly organized and existing, and is in good standing, under the laws of the jurisdiction of its organization and that execution, delivery, and performance of this Agreement has been duly authorized by all appropriate corporate action.
- 14) The Company covenants to perform and complete the services hereunder in a timely, competent and workmanlike manner and in accordance with the specifications and requirements set forth in this Agreement. **THE COMPANY HEREBY EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY WAIVES, RELEASES AND RENOUNCES, ALL OTHER WARRANTIES AND CLAIMS EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO SERVICES OR PRODUCTS PROVIDED BY THE COMPANY.**
- 15) Customer understands that, for convenience, the annual cost of service is spread over a twelve-month period and that individual monthly billings do not reflect the fluctuating seasonal costs of service. If the Company permits Customer to temporarily put its account activity on hold, an additional start-up charge may be required due to aquatic re-growth.
- 16) The Company agrees to hold Customer harmless from any loss, damage or claims arising out of the sole negligence of the Company. However, the Company shall in no event be liable to Customer or others for indirect, special or consequential damages resulting from any cause whatsoever.
- 17) Upon completion of the term of this Agreement, or any extension thereof, this Agreement shall be automatically extended for a period equal to its original term unless terminated by either party by written notice delivered prior to the end of the term. The Company may adjust the monthly investment amount after the original term to reflect any changes to cost of materials, inputs, and labor. The Company will submit written notification to Customer 30 days prior to effective date of adjustment. If Customer is unable to comply with the adjustment, the Company shall be notified immediately in order to seek a resolution. The Company may cancel this Agreement for any reason upon 30-day written notice to Customer.
- 18) Should Customer become delinquent, the Company may place the account on hold for non-payment and Customer will continue to be responsible for the continuing monthly amount even if the account is placed on hold. The Company may, at its sole discretion, choose to suspend services and charge the Customer 25% of the monthly equivalent invoice amount for three (3) consecutive months, herein referred to as the Credit Hold Period, or until Customer pays all invoices due, whichever comes earlier. Regular Service may be reinstated once the entire past due balance has been received in full. Should the Customer remain delinquent at the end of the Credit Hold Period, Company shall be entitled to bring action for collection of monies due and owing under this Agreement. Customer agrees to pay collection costs, including, but not limited to, reasonable attorneys fee (including those on appeal) and court costs, and all other expenses incurred by the Company resulting from such collection action. The Company reserves the right at any time to charge interest on unpaid amounts at the rate of eighteen percent (18%) per year. Customer hereby irrevocably submits to the exclusive personal jurisdiction of the state and federal courts of Duval County, Florida for the adjudication of all disputes or questions hereunder.
- 19) This Agreement constitutes the entire agreement of the parties hereto and shall be valid upon acceptance by the Company Corporate Office. No oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both the Company and Customer. This Agreement is assignable by Customer only with the prior written consent of the Company.

WESTVIEW SOUTH

COMMUNITY DEVELOPMENT DISTRICT

7A



734 South Combee Road
Lakeland, FL 33801

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

www.floralawn.com

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

We hereby propose the following for your review:

Landscape Management (WESTVIEW CDD ESPLANADE)

Service	Monthly	Yearly
Landscape Maintenance	\$2,380.00	\$28,560.00
Total	\$2,380.00	\$28,560.00

*** This includes landscape maintenance on all ponds with borders being string trimmed as well as the maintenance of all wetland buffers in this phase****

Customer Authorized Signature

Signature

Print Name

FLORALAWN, INC., a Florida Corporation

Rob Averitt, President

WESTVIEW SOUTH

COMMUNITY DEVELOPMENT DISTRICT

7B



734 South Combee Road
Lakeland, FL 33801

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

www.floralawn.com

Westview CDD Addendum

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

We hereby propose the following for your review:

Landscape Management (WESTVIEW CDD NBHD 2A)

Service	Monthly	Yearly
Landscape Maintenance	\$2,520.00	\$30,240.00
Total	\$2,520.00	\$30,240.00

*** This includes landscape maintenance on all ponds with borders being string trimmed as well as the maintenance of all wetland buffers in this phase****

Bahia lake and pond banks will be mowed and string trimmed **30 times per year** consistent with **3 times per month May through October** and **2 times per month or as needed November through April.**

Customer Authorized Signature

FLORALAWN, INC., a Florida Corporation

Signature

Rob Averitt, President

Print Name

WESTVIEW SOUTH

COMMUNITY DEVELOPMENT DISTRICT

7C



734 South Combee Road
Lakeland, FL 33801

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

www.floralawn.com

Westview CDD Addendum

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

We hereby propose the following for your review:

Landscape Management (WESTVIEW CDD NBHD 2B)

Service	Monthly	Yearly
Landscape Maintenance	\$630.00	\$7,560.00
Total	\$630.00	\$7,560.00

*** This includes landscape maintenance on all ponds with borders being string trimmed as well as the maintenance of all wetland buffers in this phase****

Bahia lake and pond banks will be mowed and string trimmed **30 times per year** consistent with **3 times per month May through October** and **2 times per month or as needed November through April.**

Customer Authorized Signature

FLORALAWN, INC., a Florida Corporation

Signature

Rob Averitt, President

Print Name

WESTVIEW SOUTH

COMMUNITY DEVELOPMENT DISTRICT

7D



734 South Combee Road
Lakeland, FL 33801

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

www.floralawn.com

Westview CDD Addendum

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

We hereby propose the following for your review:

Landscape Management (WESTVIEW CDD NBHD 3)

Service	Monthly	Yearly
Landscape Maintenance	\$2,730.00	\$32,760.00
Total	\$2,730.00	\$32,760.00

*** This includes landscape maintenance on all ponds with borders being string trimmed as well as the maintenance of all wetland buffers in this phase***

Bahia lake and pond banks will be mowed and string trimmed 30 times per year consistent with 3 times per month May through October and 2 times per month or as needed November through April.

Customer Authorized Signature

FLORALAWN, INC., a Florida Corporation

Signature

Rob Averitt, President

Print Name

WESTVIEW SOUTH

COMMUNITY DEVELOPMENT DISTRICT

7E



734 South Combee Road
Lakeland, FL 33801

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

www.floralawn.com

Westview CDD Addendum

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

We hereby propose the following for your review:

Landscape Management (WESTVIEW CDD NBHD 4)

Service	Monthly	Yearly
Landscape Maintenance	\$1,260.00	\$15,120.00
Total	\$1,260.00	\$15,120.00

*** This includes landscape maintenance on all ponds with borders being string trimmed as well as the maintenance of all wetland buffers in this phase****

Bahia lake and pond banks will be mowed and string trimmed **30 times per year** consistent with **3 times per month May through October** and **2 times per month or as needed November through April.**

Customer Authorized Signature

FLORALAWN, INC., a Florida Corporation

Signature

Rob Averitt, President

Print Name

WESTVIEW SOUTH

COMMUNITY DEVELOPMENT DISTRICT

7F



734 South Combee Road
Lakeland, FL 33801

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

www.floralawn.com

Westview CDD Addendum

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

We hereby propose the following for your review:

Landscape Management (Spine Road) Addendum

Service	Monthly	Yearly
Landscape Maintenance	\$6,272.00	\$75,264.00
St Augustine Fertilization Program	\$1,600.00	\$19,200.00
Shrub Fertilization Program	\$408.71	\$4,904.52
Monthly Irrigation Inspection	\$2,148.00	\$25,776.00
Total	\$10,428.71	\$125,144.52

Additional Services (Spine Road)

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

Service	Qty	Price	Total
Mulch	653 Yards	\$55.00	\$35,915.00
Palm Pruning	255 Palms	\$60.00	\$15,300.00

Scope of Services

Turf Care

Mowing

Rotary lawn mowers will be used with sufficient power to leave a neat, clean, and uncluttered appearance 42 times per calendar year (Floritam) and 42 times per calendar year (Bahia) depending on growing season and conditions. It is anticipated that mowing services shall be provided weekly during the growing season April through October and every other week during the non-growing season or as needed November through March.

Trimming

Turf areas inaccessible to mowers, areas adjacent to buildings, trees, fences, etc. will be controlled by a string trimmer. When string trimming, a continuous cutting height will be maintained to prevent scalping.

Edging

All turf edges of walks, curbs, and driveways shall be performed every mowing (42 times per year). A soft edge of all bed areas will be performed every other mowing (21 times per year). A power edger will be used for this purpose. A string trimmer may be used only in areas not accessible to a power edger.

Fertilization

St. Augustine/Floritam areas shall be fertilized with a commercial grade fertilizer 6 times per year. Timing of applications will be adjusted to meet horticultural conditions.

Bahia turf areas may be fertilized and treated with insect/disease control at an additional cost that is outside of the scope of work for this contract.

Weed, Insect, & Disease Control

Post-Emergent weed applications will be performed up to 4 times per year between April 1st and October 30th. Pre-Emergent herbicides will be used 2 times per year specifically targeting difficult to control weeds. Weed control applications are conducive to soil and air temperatures. Floritalawn will not be held responsible for the post emergent control of common grassy weeds like Crabgrass, Tropical Signal & Bermuda grass. Due to the absence of legal and selective post emergent herbicides for this use.

Insect & disease control measures are incorporated into each fertilization application. Infestations will be treated on an as needed basis throughout the year and the customer will be made aware of the actions taken as well as the chemicals used. Ant mounds can be treated as they appear, at an additional cost, using products like Bayer's Top Choice that offer extended control..

Tree, Shrub, and Groundcover Care

Pruning

All shrubs and trees (up to 10 feet) shall be pruned and shaped a maximum of **10 times** per year to ensure the following:

1. Maintain all sidewalks to eliminate any overhanging branches or foliage which obstructs and/or hinders pedestrian or motor traffic.
2. Retain the individual plant's natural form and prune to eliminate branches which are rubbing against walls and roofs.
3. The removal of dead, diseased, or injured branches and palm fronds will be performed as needed up to 12 feet in height.
4. Ground covers and vines can maintain a neat and uniform appearance.

Weeding

Weeds will be removed from all plant, tree, and flower beds **18 times** per year. This incorporates **2 times** per month during the growing season and **1 time** per month during the non-growing season on an as-needed basis. Mechanical or chemical herbicides will be used as control methods.

Fertilization

Palms and hardwood trees will be fertilized **2 times** per year. Shrubs and groundcovers will be fertilized **4 times** per year. All fertilizations of tree, shrub, and groundcovers will be designed to address site specific nutritional needs. Timing of applications will be adjusted to meet horticultural conditions.

Insect, & Disease Control

All landscape beds shall be monitored and treated with appropriate pesticides as needed throughout the contract period. Plants will be monitored and issues addressed as necessary to effectively control insect infestation and disease as environmental, horticultural, and weather conditions permit. FloraLawn does not guarantee the complete absence of any insect or disease. We will, however, notify the customer and provide professional options at an additional cost outside the scope of this contract.

Irrigation

Overview

At the commencement of the contract, we will perform a complete irrigation evaluation and furnish the customer with a summary of each clock and zone operation. FloraLawn will submit recommendations for all necessary repairs and improvements to the system with an itemized cost for completing the proposed work. FloraLawn is not responsible for turf or plant loss due to water restrictions set by city, county, and/or water management district ordinances.

Inspections

All irrigation zones shall be inspected **1 time** per month to insure proper operation. All zones will be turned on to check for proper coverage and any broken irrigation components. Management shall receive a monitoring report after each monthly irrigation inspection.

Repairs

Any repairs that have been caused by FloraLawn will be repaired at no cost. All repairs to the irrigation system other than those caused by FloraLawn will be performed on a time and materials basis with the hourly labor rate being **\$80.00 per hour**. Faults and failures of the irrigation system communicated to FloraLawn will be addressed in a fair and responsible time period, but FloraLawn cannot guarantee a specific time response.

Miscellaneous

Clean-Up

All non-turf areas will be cleaned with a backpack or street blower to remove debris created by the landscaping process. All trash shall be picked up throughout the common areas before each mowing 42 times per year. Construction debris or similar trash is not included. Trash shall be disposed of offsite.

Optional Items & Additional Services

1. Landscape design & installation
2. Sodding and/or Seeding
3. Annual flower bed design & installation
4. Mulching
5. Thin & prune trees over 10' in height
6. Prune Palms over 15' of clear trunk
7. New plant installation
8. Leaf clean-up
9. Pump Maintenance
10. Pump repair & installation

Customer Authorized Signature

Signature

Print Name

FLORALAWN, INC., a Florida Corporation

Rob Averitt, President

WESTVIEW SOUTH

COMMUNITY DEVELOPMENT DISTRICT

8



Bio-Tech Consulting

Environmental and Permitting

April 21, 2025

Jeffrey Sommer
South Florida Water Management District
1707 Orlando Central Parkway, Suite 200
Orlando, FL 32809

Proj: Westview Pod E Mitigation Tract - Osceola County, Florida
SFWMD Permit No. 49-106944-P
SFWMD Application No. 060621-15
(BTC File No. 183-62)

Re: First Annual Monitoring Report – 2024

Dear Mr. Sommer,

Bio-Tech Consulting (BTC) is corresponding in order to provide the South Florida Water Management District (SFWMD) with the 1st Annual Monitoring Report for the Westview Pod E Mitigation Tract. This site is located south and west of Poinciana Parkway, north of Cypress Parkway, and west of Marigold Avenue within Sections 16, 20 and 21, Township 26 South, Range 28 East, in Osceola County, Florida (**Figures 1 & 2**).

INTRODUCTION

On June 7, 2023, the SFWMD issued Environmental Resource Permit (ERP) No. 49-106944-P to authorize construction and operation of a stormwater management system to serve 1669.05 acres of residential development known as Westview POD B. The site includes a mix of forested and herbaceous wetlands and upland communities. The Pod E Mitigation Tract will be enhanced via the implementation of a monitoring and maintenance plan and placed under a conservation easement dedicated to the SFWMD. This monitoring report includes the following information:

- mitigation and monitoring methodology;
- monitoring results of the wetland restoration area;
- incidental wildlife observation, and;
- panoramic photographs of the wetland restoration area.

Orlando [Headquarters]
3025 East South Street
Orlando, FL 32803

Cocoa
400 High Point Drive
Suite 400
Cocoa, FL 32926

Jacksonville
11235 St. Johns Industrial Pkwy N
Suite 2
Jacksonville, FL 32246

Key West
1107 Key Plaza
Suite 259
Key West, FL 33040

Lantana
445 West Lantana Road
Suite 5
Lantana, FL 33462

Tallahassee
2560-1 Barrington Circle
Tallahassee, FL 32308

Tampa
6011 Benjamin Road
Suite 101-B
Tampa, FL 33634

Denver
10701 Melody Drive
Suite 304
Northglenn, CO 80234

Raleigh
4338 Bland Road
Raleigh, NC 27609

Charlotte
5105 Monroe Road
Suite A
Charlotte, NC 28205

East Syracuse
6700 Old Collamer Road
Suite 112
East Syracuse, NY 13057

Bismarck
4501 Coleman Street
Suite 103
Bismarck, ND 58503

Austin
3801 N Capital of TX Highway
Suite E-240
Austin, TX 78746

Midland
5114 West County Road 12
Midland, TX 79706

San Antonio
7700 Broadway Street
Suite 104
San Antonio, TX 78209

Orlando [Aquatic & Land
Management Operations]
3825 Rouse Road
Orlando, FL 32817

MONITORING & MAINTENANCE METHODOLOGY

This site currently supports eleven (11) land use types/vegetative communities. The upland use types/vegetative communities are classified as Unimproved Pasture (212), Pine Flatwoods (411), Pine – Mesic Oak (414), and Live Oak (427). The wetland/surface water land use types/vegetative communities are classified as Gum Swamps (613), Cypress (621), Cypress - Pine - Cabbage Palm (624), Hydric Pine Flatwoods (625), Wetland Forested Mixed (630), Vegetated Non-Forested (640), and Freshwater Marshes (641).

These wetlands and uplands will be both enhanced and preserved through the implementation of the permitted management plan. These areas will ultimately be provided a conservation easement with development rights dedicated to the SFWMD and monitored under the following criteria.

Monitoring

The monitoring will consist of general qualitative observations in both the wetland and upland preservation areas. A total of 29 fixed monitoring transects will be established within the wetland and upland areas. Each transect will be approximately 100 feet in length and 5 feet in width. Each transect endpoint will also serve as photo-station to provide photographic documentation of the area. Each photo-station will be located by GPS, identified with rebar and PVC markers, and displayed in an exhibit (Figures 3a, 3b, 3c). A photograph log will be included with each monitoring report (Appendix B). The preservation areas will be monitored for a period of five (5) years. Monitoring events will occur on a semi-annual basis. Data collected from these transects will include vegetative species, estimated percent coverage and wildlife utilization. Observations of canopy, tree health and understory vegetative cover will be recorded and evaluated in order to determine the status of the areas. The recorded data obtained from the vegetative monitoring will be provided in a written report annually. A baseline monitoring report and five (5) annual monitoring reports will be provided to the SFWMD. Reports will be filed within 60 days of the end of each year's monitoring events. The annual reports will detail the status of the wetland and upland enhancement areas, the qualitative observations, and any maintenance/management performed. Each report will include the following:

- A. The dates and time of the monitoring event.
- B. The person responsible for performing the measurements.
- C. The analytical techniques or methods utilized.
- D. The results of such analyses including:
 - 1. Coverage of species, planted or naturally required;
 - 2. Vegetative species listing;
 - 3. A description of any problems encountered during evaluation and proposed solutions;
 - 4. Panoramic photographs of the area.

In addition to the vegetative portion of the monitoring to be conducted, wildlife information will also be gathered and described in the report.

Success Criteria

As part of the activities that are designed to achieve the functional gains indicated in the UMAM analysis, the success criteria for the wetland and upland preservation areas will consist of greater than 90% coverage by desirable species after 5 years, and less than 5% of total cover by nuisance/exotic species (per the current FLEPPC list at the time of permit issuance) after 5 years.

Management & Maintenance

Specific management practices will be employed within the wetland and upland preservation areas that will consist of hand clearing activities and the utilization of herbicidal applications to eliminate invasive and exotic species, as needed. These management practices will be implemented in an effort to control and eradicate any nuisance, noxious, invasive, exotic, or opportunistic species within the mitigation areas. All vegetation associated with the maintenance activities will be removed from the mitigation areas to eliminate the seed source. These management practices will be employed within the mitigation areas as needed and in perpetuity.

Additionally, upland areas that were converted to pasture for cattle grazing will be restored to eliminate the monoculture of bahia grass (*Paspalum notatum*) and other pasture grasses. In order to re-establish conditions conducive to native vegetation, the first step will be an initial herbicidal treatment to allow for the establishment of Florida native herbaceous species and woody seedlings via natural recruitment.

Subsequent to the project's initial treatment, a prescribed burn will be conducted across the mitigation tract. It is anticipated that the prescribed burn will assist in the restoration of transitional areas between wetlands and uplands, and help re-establish the upland communities. The historically converted improved pasture areas will then be seeded with a seed mix of Florida native species specific to the ecotype, to essentially convert these pastures into conservation meadows known as dry prairie (310). However, the vast majority of the wetland and upland systems will remain essentially unchanged.

During the 5-year monitoring period, maintenance is scheduled to occur on a quarterly basis for the 5 years. After that, maintenance will be performed on an as needed basis in perpetuity to maintain less than 5% total coverage of exotic or nuisance species. Additionally, prescribed burns will be implemented consistent with the Prescribed Burn Plan (Appendix A).

All portions of the project's mitigation areas will be managed for the benefit of wildlife and vegetative composition. Accordingly, the most important component of the management is treatment for control of invasive and exotic vegetation, in perpetuity. It is anticipated that the mitigation areas will require little long-term management once the natural systems succeed ecologically and become self-perpetuating.

RESULTS

Jim Torregrosa of BTC performed the 1st annual monitoring events for the the designated wetland and upland restoration areas that make up the Pod E Mitigation Tract on June 5, 6, & 7, 2024, and November 13, 19, & 20, 2024. Vegetation observed within this system consists of cabbage palm (*Sabal palmetto*), live oak (*Quercus virginiana*), water oak (*Quercus nigra*), slash pine (*Pinus elliotii*), bald cypress (*Taxodium distichum*), wax myrtle (*Myrica cerifera*), American beautyberry (*Callicarpa americana*), bahia grass (*Paspalum notatum*), pickerel weed (*Pontederia cordata*), soft rush (*Juncus effusus*), spadeleaf (*Centella asiatica*), saw palmetto (*Serenoa repens*), St John's wort (*Hypericum spp*), lemon bacopa (*Bacopa caroliniana*), sawgrass (*Cladium jamaicense*), and Virginia chain fern (*Woodwardia virginica*).

Ground cover is nearly 100% and dominated by an assortment of pasture grasses, and the area only harbors approximately 5% areal coverage by exotic/invasive species. All cattle have been removed. The last maintenance event on record was performed on November 25, 2024. Per restoration efforts, a prescribed burn was conducted on the site in April of 2024, and the site was subsequently seeded with a seed mix of Florida native species in June of 2024.

The wetland preservation areas appear stable and populated by hydrologically appropriate desirable native vegetation. There is widespread evidence of the presence of wild pigs (*Sus scrofa*) throughout the wetland areas. The upland preservation areas still have significant amounts of FACW vegetation. Following is a brief description of each transect.

Transects 1-4

Transects 1-4 are located on the northeast side of Poinciana Parkway. There is no viable access to inspect and monitor this area at this time. Bio-Tech is currently working with the SFWMD to gain access to this area in order to establish transect markers, monitor and provide the SFWMD with a status report. This will be included in the 2nd annual monitoring report.

Transect 5

Transect 5 is located within formerly unimproved pastures (212). The soil is dry with approximately 1% bare ground. The vegetative composition includes cabbage palm (*Sabal palmetto*), water oak (*Quercus nigra*), wax myrtle (*Myrica cerifera*), American beautyberry (*Callicarpa americana*), greenbrier (*Smilax spp*), and St John's wort (*Hypericum spp*), in clumps or patches within larger areas of bahia grass (*Paspalum notatum*). Caesar's weed (*Urena lobata*), is also scattered throughout at approximately 5% areal coverage.

Transect 6

Transect 6 is also located within formerly unimproved pastures (212). The soil is dry with approximately 1% bare ground. The vegetative composition includes cabbage palm (*Sabal palmetto*), live oak (*Quercus virginiana*), water oak (*Quercus nigra*),

American beautyberry (*Callicarpa americana*), pitanga (*Eugenia uniflora*), dog fennel (*Eupatorium capillifolium*), flat sedge (*Cyperus* spp), basket grass (*Oplismenus hirtellus*), day flower (*Commelina communis*), lemon bacopa (*Bacopa caroliniana*), and bahia grass (*Paspalum notatum*). Caesar's weed (*Urena lobata*), is also scattered throughout at approximately 5% areal coverage.

Transect 7

Transect 7 is located within a live oak forest (427). The soil is dry with approximately 10% bare ground. The vegetative composition includes cabbage palm (*Sabal palmetto*), live oak (*Quercus virginiana*), water oak (*Quercus nigra*), American beautyberry (*Callicarpa americana*), saw palmetto (*Serenoa repens*), basket grass (*Oplismenus hirtellus*), bahia grass (*Paspalum notatum*), muscadine vine (*Vitis rotundifolia*), and resurrection fern (*Pleopeltis polypodioides*). Caesar's weed (*Urena lobata*), is also scattered throughout at approximately 10% areal coverage. There is evidence of wild pigs in the form of rutting marks.

Transect 8

Transect 8 is located within a freshwater marsh area (641). The soil is saturated with some minor puddling at less than one inch deep in a few slight depressions. The ground is dominated by lemon bacopa (*Bacopa caroliniana*) but also present within the transect are cabbage palm (*Sabal palmetto*), slash pine (*Pinus elliottii*), water oak (*Quercus nigra*), wax myrtle (*Myrica cerifera*), bahia grass (*Paspalum notatum*), flat sedge (*Cyperus* spp), and soft rush (*Juncus effusus*). Bare ground is approximately 3%. No exotic vegetation was observed within Transect 8.

Transect 9

Transect 9 is located within a forested mixed wetland area (630). The soil is moist but not saturated with approximately 5% bare ground. The vegetative composition includes cabbage palm (*Sabal palmetto*), slash pine (*Pinus elliottii*), water oak (*Quercus nigra*), wax myrtle (*Myrica cerifera*), persimmon (*Diospyros virginiana*), bahia grass (*Paspalum notatum*), flat sedge (*Cyperus* spp), lemon bacopa (*Bacopa caroliniana*), maidencane (*Panicum hemitomon*), pickerel weed (*Pontederia cordata*), sawgrass (*Cladium jamaicense*), soft rush (*Juncus effusus*), spadeleaf (*Centella asiatica*), and yellow trumpet vine (*Campsis radicans*). Bare ground is approximately 3%. No exotic vegetation was observed within Transect 9.

Transect 10

Transect 10 is also located within formerly unimproved pastures (212). The soil is dry with approximately 2% bare ground. The vegetative composition includes bog myrtle (*Myrica gale*), cabbage palm (*Sabal palmetto*), saw palmetto (*Serenoa repens*), wax myrtle (*Myrica cerifera*), black berry (*Rubus* spp), bahia grass (*Paspalum notatum*), bristle grass (*Setaria* spp), and ragweed (*Ambrosia artemisiifolia*). Caesarweed (*Urena lobata*), is also scattered in minor amounts at approximately 1% areal coverage.

Transect 11

Transect 11 is also located within a freshwater marsh area (641). The soil goes from moist with approximately 2% bare ground on one end of the transect to minor puddling at less than one inch deep on the other end of the transect. The vegetative composition includes loblolly pine (*Pinus taeda*), swamp tupelo (*Nyssa biflora*), bahia grass (*Paspalum notatum*), blue stem grass (*Andropogon* spp), flat sedge (*Cyperus* spp), lemon bacopa (*Bacopa caroliniana*), pickerel weed (*Pontederia cordata*), soft rush (*Juncus effusus*), spadeleaf (*Centella asiatica*), marsh fleabane (*Pluchea odorata*), and three-way sedge (*Dulichium arundinaceum*). No exotic vegetation was observed within Transect 11.

Transect 12

Transect 12 is located within a vegetated non-forested wetland area (640). The soil is mostly dry with approximately 10% bare ground. The vegetative composition includes cabbage palm (*Sabal palmetto*), loblolly pine (*Pinus taeda*), sweetgum (*Liquidambar styraciflua*), swamp tupelo (*Nyssa biflora*), water oak (*Quercus nigra*), saw palmetto (*Serenoa repens*), wax myrtle (*Myrica cerifera*), American beautyberry (*Callicarpa americana*), bahia grass (*Paspalum notatum*), marsh fleabane (*Pluchea odorata*), soft rush (*Juncus effusus*), spadeleaf (*Centella asiatica*), and St John's wort (*Hypericum* spp). Caesar's weed (*Urena lobata*), is also scattered throughout at approximately 8% areal coverage.

Transect 13

Transect 13 is located within a pine – mesic oak area (414). The soil is dry with approximately 15% bare ground. Rutting from wild pigs is evident. The vegetative composition includes cabbage palm (*Sabal palmetto*), loblolly pine (*Pinus taeda*), live oak (*Quercus virginiana*), saw palmetto (*Serenoa repens*), American beautyberry (*Callicarpa americana*), and bahia grass (*Paspalum notatum*). Caesar's weed (*Urena lobata*), is also scattered throughout at approximately 12% areal coverage.

Transect 14

Transect 14 is located within a Cypress area (621). The soil is moist with approximately 5% bare ground. The vegetative composition includes cabbage palm (*Sabal palmetto*), bald cypress (*Taxodium distichum*), loblolly bay (*Gordonia lasianthus*), wax myrtle (*Myrica cerifera*), Carolina red root (*Lachnanthes caroliniana*), flat sedge (*Cyperus* spp), lemon bacopa (*Bacopa caroliniana*), pickerel weed (*Pontederia cordata*), sawgrass (*Cladium jamaicense*), soft rush (*Juncus effusus*), sword fern (*Nephrolepis exaltata*), and swamp fern (*Blechnum serrulatum*). No exotic vegetation was observed within Transect 14.

Transect 15

Transect 15 is also located within formerly unimproved pastures (212). The soil is dry with approximately 5% bare ground. The vegetative composition includes cabbage palm (*Sabal palmetto*), live oak (*Quercus virginiana*), slash pine (*Pinus elliottii*), saw palmetto (*Serenoa repens*), American beautyberry (*Callicarpa americana*), clustered mille grains (*Edrastrima uniflora*), prostrate ticktrefoil (*Desmodium rotundifolium*), Leavenworths tickseed (*Coreopsis leavenworthii*), St Andrew's cross (*Hypericum hypericoides*), and bahia grass (*Paspalum notatum*). Caesar's weed (*Urena lobata*), is also scattered throughout at approximately 3% areal coverage.

Transect 16

Transect 16 is also located within a freshwater marsh area (641). However, the soil is dry with approximately 10% bare ground. The vegetative composition includes cabbage palm (*Sabal palmetto*), loblolly bay (*Gordonia lasianthus*), slash pine (*Pinus elliottii*), wax myrtle (*Myrica cerifera*), bahia grass (*Paspalum notatum*), blue maidencane (*Amphicarpum muehlenbergianum*), buttonweed (*Diodia virginiana*), fogfruit (*Phyla nodiflora*), lemon bacopa (*Bacopa caroliniana*), pickerel weed (*Pontederia cordata*), and soft rush (*Juncus effusus*). Caesar's weed (*Urena lobata*), is also scattered in minor amounts at approximately 1% areal coverage.

Transect 17

Transect 17 is located within another freshwater marsh (641) surrounded by pine flatwoods. The soil appears fairly dry with approximately 5% bare ground. The vegetative composition includes cabbage palm (*Sabal palmetto*), live oak (*Quercus virginiana*), loblolly pine (*Pinus taeda*), sweetgum (*Liquidambar styraciflua*), persimmon (*Diospyros virginiana*), saw palmetto (*Serenoa repens*), dog fennel (*Eupatorium capillifolium*), American beautyberry (*Callicarpa americana*), giant bulrush (*Schoenoplectus californicus*), Mexican primrose willow (*Ludwigia octovalvis*), bahia grass (*Paspalum notatum*), fogfruit (*Phyla nodiflora*), foxtail grass (*Alopecurus* spp), soft rush (*Juncus effusus*), and lemon bacopa (*Bacopa caroliniana*). Caesar's weed (*Urena lobata*), is also scattered in minor amounts at approximately 1% areal coverage.

Transect 18

Transect 18 is also located within a pine – mesic oak area (414). The soil is dry with approximately 10% bare ground and dominated by saw palmetto (*Serenoa repens*). The vegetative composition also includes cabbage palm (*Sabal palmetto*), slash pine (*Pinus elliottii*), water oak (*Quercus nigra*), American beautyberry (*Callicarpa americana*), greenbrier (*Smilax* spp), and muscadine vine (*Vitis rotundifolia*). Caesar's weed (*Urena lobata*), is also scattered in minor amounts at approximately 1% areal coverage.

Transect 19

Transect 19 is located within a pine flatwoods area (411). The soil appears moist with approximately 10% bare ground. The vegetative composition includes cabbage palm (*Sabal palmetto*), live oak (*Quercus virginiana*), slash pine (*Pinus elliottii*), sweetgum (*Liquidambar styraciflua*), turkey oak (*Quercus laevis*), water oak (*Quercus nigra*), winged sumac (*Rhus copallinum*), saw palmetto (*Serenoa repens*), American beautyberry (*Callicarpa americana*), and panicum grass (*Panicum* spp). Caesar's weed (*Urena lobata*), is also scattered in minor amounts at approximately 2% areal coverage.

Transect 20

Transect 20 is also located within another freshwater marsh (641) surrounded by pine flatwoods. The soil is moist with approximately 5% bare ground. The vegetative composition includes cabbage palm (*Sabal palmetto*), slash pine (*Pinus elliottii*), swamp tupelo (*Nissa biflora*), wax myrtle (*Myrica cerifera*), lemon bacopa (*Bacopa caroliniana*), crown grass (*Paspalum* spp), dotted smartweed (*Persicaria punctata*), marsh pennywort (*Hydrocotyle vulgaris*), pickerel weed (*Pontederia cordata*), and soft rush (*Juncus effusus*). No exotic vegetation was observed within Transect 20.

Transect 21

Transect 21 is also located within another freshwater marsh (641) surrounded by pine flatwoods. The soil is saturated to partially submerged at approximately 3 inches deep in depressional areas. The vegetative composition includes slash pine (*Pinus elliottii*), swamp tupelo (*Nissa biflora*), Baldwin's spikerush (*Eleocharis baldwinii*), beaksedge (*Rhynchospora* spp), fimbry (*Fimbristylis miliacea*), lemon bacopa (*Bacopa caroliniana*), pickerelweed (*Pontederia cordata*), pipeworts (*Eriocaulon* spp), St John's wort (*Hypericum* spp), and yellow-eyed grass (*Xyris* spp). No exotic vegetation was observed within Transect 21.

Transect 22

Transect 22 is also located within a Cypress area (621). The soil is saturated with approximately 3% bare ground. The vegetative composition includes bald cypress (*Taxodium distichum*), swamp tupelo (*Nissa biflora*), wax myrtle (*Myrica cerifera*), cinnamon fern (*Osmunda cinnamomea*), pickerel weed (*Pontederia cordata*), sawgrass (*Cladium jamaicense*), and swamp fern (*Blechnum serrulatum*). No exotic vegetation was observed within Transect 22.

Transect 23

Transect 23 is also located within a pine flatwoods area (411). The soil is dry with approximately 20% bare ground. The vegetative composition includes cabbage palm (*Sabal palmetto*), slash pine (*Pinus elliottii*), live oak (*Quercus virginiana*), persimmon (*Diospyros virginiana*), saw palmetto (*Serenoa repens*), water oak (*Quercus nigra*), American beautyberry (*Callicarpa americana*), panicum grass (*Panicum* spp), ragweed (*Ambrosia artemisiifolia*), rattlebox (*Sesbania* spp), rosary pea (*Abrus precatorius*), and Virginia chain fern (*Woodwardia virginica*). Caesar's weed (*Urena lobata*), is also scattered in minor amounts at approximately 1% areal coverage.

Transect 24

Transect 24 is also located within a Cypress area (621). The soil goes from saturated to 2 inches of surface water in the depressional areas. There is approximately 3% bare ground. The vegetative composition includes bald cypress (*Taxodium distichum*), dahoon holly (*Ilex cassine*), saw palmetto (*Serenoa repens*), wax myrtle (*Myrica cerifera*), St John's wort (*Hypericum* spp), duck potato (*Sagittaria lancifolia*), pickerel weed (*Pontederia cordata*), sawgrass (*Cladium jamaicense*), and Virginia chain fern (*Woodwardia virginica*). No exotic vegetation was observed within Transect 24.

Transect 25

Transect 25 is located within a hydric pine flatwoods (625) community. The soils is moist with no stading water. Bare ground is significant at 30% under the canopy. The vegetative composition includes bald cypress (*Taxodium distichum*), cabbage palm (*Sabal palmetto*), laurel oak (*Quercus laurifolia*), wax myrtle (*Myrica cerifera*), flatsedge (*Cyperus* spp), lemon bacopa (*Bacopa caroliniana*), maidencane (*Panicum hemitomon*), pickerelweed (*Pontederia cordata*), sawgrass (*Cladium jamaicense*), and swamp fern (*Blechnum serrulatum*). Minor amounts of exotic Chinese tallow (*Triadica sebifera*) were observed at approximately 2%.

Transect 26

Transect 26 is also located within formerly unimproved pastures (212). The soil is dry with approximately 5% bare ground. The vegetative composition includes bahia grass (*Paspalum notatum*), broomsedge (*Andropogon virginicus*), carpet grass (*Axonopus fissifolius*), frog fruit (*Phyla nodiflora*), slash pine (*Pinus elliottii*), wax myrtle (*Myrica cerifera*), and starrush whitetop (*Rhynchospora colorata*). Caesar's weed (*Urena lobata*), is also scattered in minor amounts at approximately 1% areal coverage.

Transect 27

Transect 27 is located within a gum swamp area (613). The soil is dry with approximately 30% bare ground. The vegetative composition includes cabbage palm (*Sabal palmetto*), green ash (*Fraxinus pennsylvanica*), swamp tupelo (*Nissa biflora*), water oak (*Quercus nigra*), clustered bushmint (*Hyptis alata*), Florida sword fern (*Nephrolepis exaltata*), lemon bacopa (*Bacopa caroliniana*), maidencane (*Panicum hemitomon*), and pickerelweed (*Pontederia cordata*). No exotic vegetation was observed within Transect 27.

Transect 28

Transect 28 is also located within a pine – mesic oak area (414). The soil is dry with approximately 35% bare ground and dominated by saw palmetto (*Serenoa repens*). The vegetative composition also includes cabbage palm (*Sabal palmetto*), laurel oak (*Quercus laurifolia*), live oak (*Quercus virginiana*), sweetgum (*Liquidambar styraciflua*), Eastern bracken fern (*Pteridium aquilinum*), muscadine vine (*Vitis rotundifolia*), and shiny blueberry (*vaccinium myrsinites*). No exotic vegetation was observed within Transect 28.

Transect 29

Transect 29 is also located within a Cypress area (621). There is surface water throughout with an average depth of 3-6 inches and no bare ground. The vegetative composition includes bald cypress (*Taxodium distichum*), green ash (*Fraxinus pennsylvanica*), swamp tupelo (*Nissa biflora*), alligator flag (*Thalia* spp), blue flag iris (*Iris versicolor*), marsh pennywort (*Hydrocotyle umbelata*), pickerelweed (*Pontederia cordata*), and sedges (*Carex* spp). No exotic vegetation was observed within Transect 29.

WILDLIFE UTILIZATION

The Westview Pod E site was evaluated to determine which wildlife species are currently utilizing the area. The following is a list of those species present during the evaluations. This includes any direct observations made and evidence of any particular species found (i.e. tracks, burrows, vocalizations, etc.).

Reptiles and Amphibians

American bullfrog (*Lithobates catesbeianus*)
banded water snake (*Nerodia fasciata pictiventris*)
black racer (*Coluber constrictor*)
chorus frog (*Pseudacris nigrita*)
Cuban tree frog (*Osteopilus septentrionalis*)
green anole (*Anolis carolinensis*)
southern leopard frog (*Lithobates sphenoccephalus*)

Birds

American crow (*Corvus brachyrhynchos*)
Blue Jay (*Cyanocitta cristata*)
Cattle Egret (*Bubulcus ibis*)
Common Ground-Dove (*Columbina passerina*)
Gray Catbird (*Dumetella carolinensis*)
Little blue heron (*Egretta caerulea*)
Mourning Dove (*Zenaida macroura*)
Northern Mockingbird (*Mimus polyglottos*)
Northern Cardinal (*Cardinalis cardinalis*)
Palm Warbler (*Dendroica palmarum*)
Red-tailed Hawk (*Buteo jamaicensis*)
Red-shouldered Hawk (*Buteo platypterus*)
Snowy egret (*Egretta thula*)
Turkey Vulture (*Cathartes aura*)

Mammals

Nine-banded armadillo (*Dasypus novemcinctus*)
feral pig (*Sus scrofa*)
marsh rabbit (*Sylvilagus palustris*)
raccoon (*Procyon lotor*)
Virginia opossum (*Didelphis virginiana*)
white-tailed deer (*Odocoileus virginianus*)

SUMMARY

BTC completed the 1st annual monitoring events for the project site wetland and upland preservation areas on June 5, 6, and 7, 2024, and November 13, 19, and 20, 2024. A total of 25 permanent monitoring transects are installed within the designated wetlands and uplands, which are populated by the appropriate wetland and FACW vegetation covering over 95% of the areas overall. Some caesarweed (*Urena lobata*), Chinese tallow (*Triadica sebifera*), old world climbing fern (*Lygodium microphyllum*), and tropical soda apple (*Solanum viarum*) were observed. Maintenance crews have been advised of the exotic population. No other exotic, invasive vegetation was observed. Transects 1-4 will be evaluated and markers installed during the next monitoring event, provided easement access has been granted, for a total of 29 transects. The mitigation track appears to be in compliance with the SFWMD permit's applicable special conditions at this time.

If you have any questions, concerns, or require any additional information, please contact our office at (407) 894-5969. Thank you.

Sincerely,



Taylor Powell
Environmental Scientist



Mark Ausley
Vice President of Regulatory & Wildlife Sciences

Attachments:

APPENDIX A

Westview Pod E

Prescribed Burn Plan

APPENDIX B
Westview Pod E
First Annual Monitoring Photographs
June 5, 6, and 7, 2024, and November 13, 19, and 20, 2024.

WESTVIEW SOUTH

COMMUNITY DEVELOPMENT DISTRICT

9

RESOLUTION 2025-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING CERTAIN ACTIONS IN CONNECTION WITH THE IMPLEMENTATION OF THE DISTRICT'S CAPITAL IMPROVEMENT PLAN, GRANTING THE AUTHORITY TO EXECUTE REAL AND PERSONAL PROPERTY CONVEYANCE AND DEDICATION DOCUMENTS, AND PLATS AND OTHER DOCUMENTS RELATED TO THE DEVELOPMENT OF THE DISTRICT'S IMPROVEMENTS; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

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

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure including, but not limited to, stormwater management system, roadway improvements, water and sewer utility systems, recreation improvements, underground electric, and other improvements; and

WHEREAS, the District's Board of Supervisors ("**Board**") adopted Resolution 2023-11 granting authority to execute documents related to the development of the District's improvements; and

WHEREAS, the District desires to clarify Resolution 2023-11 and restate the authority granted in connection with the implementation of the District's capital improvement plan; and

WHEREAS, the District has adopted a report of its District Engineer, which may be amended and/or supplemented from time to time ("**Engineer's Report**"), which sets forth the scope of the District's capital improvement plan ("**CIP**") and the improvements which are to be constructed therewith ("**Improvements**"); and

WHEREAS, in connection with the implementation of the CIP as described in the Engineer's Report, the District may, from time to time, (i) obtain, execute and/or accept permits, approvals, right-of-way agreements and other similar documents from governmental entities for the construction and/or operation of CIP improvements, (ii) accept, acquire, convey, dedicate and fund certain interests in real and personal property (e.g., roads, utilities, stormwater improvements, and other systems), and, for those purposes, may execute plats, deeds, easements, bills of sale, permit transfer documents, agreements, and other documents necessary

for the conveyance and/or operation of CIP improvements, work product and land; (iii) contract for, and/or accept an assignment of contracts for, and/or execute change orders in connection with, site work and other contracts for the construction, installation, operation, maintenance, repair and/or replacement of CIP improvements; (iv) pay requisitions to fund the cost associated with the acquisition and/or construction of CIP improvements; and (v) otherwise take actions necessary to implement the CIP ((i) through (v) together, “**CIP Documents**”); and

WHEREAS, to facilitate the efficient development of the Improvements, the District desires to authorize the Chairman to approve and execute CIP Documents necessary to finalize the development of the District’s capital improvement plan (“**Conveyance Authority**”); and

WHEREAS, the Conveyance Authority shall be subject to the District Manager, District Engineer and District Counsel agreeing that each such proposed CIP Document is legal, consistent with the District’s improvement plan and necessary for the development of the Improvements; and

WHEREAS, the Board of Supervisors finds that granting to the Chairman - or in his or her absence, the Vice Chairman, Secretary or Assistant Secretaries - the Conveyance Authority and that the approval and execution of the CIP Documents are in the best interests of the District so that the development of the Improvements may proceed expeditiously, subject to the terms and limitations imposed by this Resolution.

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

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

SECTION 2. AUTHORIZATION FOR CIP DOCUMENTS. The Chairperson of the District’s Board of Supervisors is hereby authorized to sign, accept, or execute CIP Documents as defined above. Any exercise of authority granted hereunder is subject to: (i) review and approval of the District Engineer and District Manager, in consultation with District Counsel, (ii) confirmation from the District Engineer that the action is consistent with the CIP as set forth in the Engineer’s Report, and (iii) confirmation from the District Engineer and District Manager that such action is reasonably necessary to timely implement the CIP. The District Manager shall make reasonable efforts to bring any CIP Documents back to the District’s Board of Supervisors for ratification at the next scheduled Board meeting, but the failure to do so shall not invalidate any exercise of authority granted hereunder.

The Vice Chairperson or Assistant Secretaries of the District’s Board of Supervisors are hereby authorized to sign, accept and/or execute any such CIP Documents in the Chairperson’s absence. Furthermore, the Vice Chairperson, Secretary, and Assistant Secretaries of the District’s Board of Supervisors are hereby authorized to counter-sign such CIP Documents. District Staff is also authorized to take such actions as are necessary to effect the transactions contemplated

under any executed CIP Documents. The Conveyance Authority is retroactive to the date of the adoption by the Board of Resolution 2023-11.

SECTION 3. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 11th day of June, 2025.

ATTEST:

**WESTVIEW SOUTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

WESTVIEW SOUTH

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS A

Certification Of Financial Capability For Perpetual Operations And Maintenance Entities

Certificate Of Financial Caopa

Permit No.: _____ Application No.: _____ Date Issued (if modification): _____

Identification or Name of Stormwater Management System: Westview Pod's C and D

Phase of Stormwater Management System (if applicable): N/A

Name of Operation and Maintenance Entity: Westview South CDD

Address of Operation and Maintenance Entity: 2300 Glades Road, Suite 410W
Boca Raton, FL 33431

☒ Cost estimate attached

Total annual operating expenses, including maintenance costs, for the estimated remaining useful life of the system accounting for annualized capital or replacement costs or deferred maintenance expenses for the system, including those components where maintenance or replacement frequencies are less frequent than once per year, for each BMP in the stormwater management system and any associated infrastructure, in current year dollars.
\$639,809.66

Operation and Maintenance Entity (Select All That Apply):

- ☒ Local, state, or federal government agencies; municipal service other special taxing units, water control or drainage districts; community development, special assessment, or water management districts
- ☐ Communication, water, sewer, stormwater, electrical, or other public utility
- ☐ Construction permittee (see Section 12, Volume I)
- ☐ Non-profit corporations, including homeowners' associations, property owners' associations, condominium owners' or master associations
- ☐ Other (Describe the Other Operation and Maintenance Entity below)
- _____

Certification by Operation and Maintenance Entity:

Certification Provisions for the Operation and Maintenance Entity (Select All That Apply):

- ☐ Municipal Separate Storm Sewer System (MS4) permittee subject to Chapter 62-624, F.A.C. (Identify the applicable Florida Department of Environmental MS4 permit below:)
- _____
- ☐ Non-profit corporation subject to the Homeowners' Association Act under Chapter 720, Florida Statutes
- _____

Certification Of Financial Capability For Perpetual Operations And Maintenance Entities

- ☐ Construction permittee that will not be the Operation and Maintenance Entity. (Identify the intended Operation and Maintenance Entity below:)
-
- ☒ Other: Operation and Maintenance Entity not otherwise selected for this section. Describe the Other Operation and Maintenance Entity below, such as State or federal agency, Property Owners' Association, etc.:
Community Development District
-

The below Permittee or Operation and Maintenance Entity certifies that this form is true, accurate, and complete; and that it has the financial capability to operate and maintain the system in perpetuity including costs of inspections, operation, repair, and replacement of the system once the system meets its expected life. The signee below will be responsible for all maintenance, operation, and repair costs for the stormwater system of the above permit in perpetuity, until such time the system is properly abandoned, or the permit is transferred to a new operation and maintenance entity.

Name of Permittee or Operation and Maintenance Entity: Westview South CDD

Name: Nora Schuster Title: Chair

Signature: _____ Date _____

WESTVIEW SOUTH

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS B

This instrument was prepared by:

(This space reserved for Clerk)

Jere Earlywine
Kutak Rock LLP
107 W College Ave
Tallahassee, Florida 32301

Parcel Identification Number:
282716933615005971 (a portion)

QUIT CLAIM DEED

THIS QUIT CLAIM DEED is made to be effective as of the 28 day of May, 2025, by and between **WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Polk and Osceola County, Florida, and whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**" or "**Grantor**"), and **LT WESTVIEW, LLC**, a Delaware limited liability company, with a mailing address of 4900 North Scottsdale Road, Suite 2000, Scottsdale, Arizona 85251 ("**Developer**" or "**Grantee**").

WITNESSETH

That Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release and quit-claim unto the Grantee forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described parcel of land, situate, lying and being in the County of Polk, State of Florida, and more particularly described below:

Tract A-10, Westview Pod A Phase 3, as recorded at Plat Book 206, Pages 24-27, of the Official Records of Polk County, Florida.

GRANTOR HEREBY DISCLAIMS ANY INTEREST IT MAY HAVE TO ANY AND ALL PORTIONS OF THE ROADWAY – TRACT A-10 – THAT MAY HAVE BEEN RETAINED PURSUANT TO PRIOR REPLATS.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever, subject to taxes for the year hereof and subsequent years, as applicable, and all easements, restrictions, reservations, conditions, covenants, limitations and agreements of record. This reference to such matters of record shall not operate to re-impose the same.

[CONTINUED ON FOLLOWING PAGE]

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

Signed, sealed and delivered
in the presence of:

WESTVIEW SOUTH COMMUNITY
DEVELOPMENT DISTRICT

Gaye Contant
Print Name: GAYE CONTANT
Address: 2600 LAKE LUCIEN DR STE 300
WINTER, FL 32751

Kelly Mims
Print Name: Kelley Mims
Address: 2600 Lake Lucien Dr Ste 300
Winter FL 32751

By: Nora Schuster
Name: NORA Schuster
Title: CHAIR

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28th day of May, 2025, by Nora Schuster as chair of the Westview South Community Development District, on its behalf. Who ☒ is personally known to me or ☐ produced _____ as identification.



[Signature]
Notary Public, State of Florida

WESTVIEW SOUTH

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS CI

This Instrument was Prepared by:

Shannon Sheppard, Esq.
Taylor Morrison
3030 N. Rocky Point Dr.
Suite 710
Tampa, FL 33607

**JOINDER AND CONSENT OF WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT REGARDING THE
WESTVIEW POD A PHASE 1B AND 2 PLAT**

This **JOINDER AND CONSENT OF WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT REGARDING THE WESTVIEW POD A PHASE 1B AND 2 PLAT** (the “**Consent**”) is made effective this 20th day of September, 2023, by **WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Polk and Osceola County, Florida, with a mailing address c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, FL 33431 (the “**CDD**”).

W I T N E S S E T H:

WHEREAS, the plat of WESTVIEW POD A PHASE 1B AND 2 was recorded on September 20, 2023, in Plat Book 201, at Pages 39 through 44, of the Official Records of Polk County, Florida (the “**Replat**”);

WHEREAS, the CDD acquired title to Tract P-130 of Westview Pod A Phase 1A, a portion of the underlying property of the Replat, by virtue of that certain Special Warranty Deed dated July 27, 2023 and recorded August 16, 2023, in Official Records Book 12804 at Page 264, of the Public Records of Polk County, Florida. As a result, the CDD was the fee simple owner of the following real property at the time of the Replat and due to an inadvertent omission, the CDD was not shown as an owner on the face of the Replat:

Tract P-130 WESTVIEW POD A PHASE 1A, according to the plat thereof, as recorded in Plat Book 200 at Pages 38 through 44, of the Public Records of Polk County, Florida.

NOW, THEREFORE, the CDD acknowledges, consents and agrees to the recording of the Replat and for good and valuable consideration receipt whereof is hereby acknowledged and hereby joins in and consents to the dedications set forth on the Replat.

IN WITNESS WHEREOF, the CDD has executed this Consent as of the date first written above.

WITNESSES:

Gayle Conant
Print Name: Gayle Conant
Address: 2800 Lake Lucerne Dr. Ste 340
Maitland, FL 32751

Kelly Minis
Print Name: Kelly Minis
Address: 2600 Lake Lucerne Dr.
Ste 350 Maitland FL 32751

THE CDD:

**WESTVIEW SOUTH COMMUNITY
DEVELOPMENT DISTRICT**

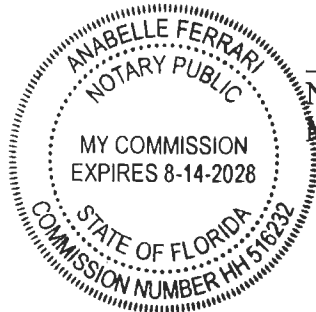
By: Nora Schuster
Name: Nora Schuster
Title: CHAIR

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [] online notarization, this 28th day of May, 2025, by Nora Schuster, as Chair of Westview South Community Development District, on behalf of that company. He has [] produced _____ as identification or ☒ is personally known to me.

(Notary Seal)



Anabelle Ferrari
Notary Public, State of Florida
My Commission Expires: 8/14/28

WESTVIEW SOUTH

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS CII

This Instrument was Prepared by:

Shannon Sheppard, Esq.
Taylor Morrison
3030 N. Rocky Point Dr.
Suite 710
Tampa, FL 33607

**JOINDER AND CONSENT OF WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT REGARDING THE
WESTVIEW POD A PHASE 3 PLAT**

This **JOINDER AND CONSENT OF WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT REGARDING THE WESTVIEW POD A PHASE 3 PLAT** (the “**Consent**”) is made effective this 31st day of May, 2024, by **WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Polk and Osceola County, Florida, with a mailing address c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, FL 33431 (the “**CDD**”).

WITNESSETH:

WHEREAS, the plat of WESTVIEW POD A PHASE 3 was recorded on May 31st, 2024, in Plat Book 206, at Pages 24 through 27, of the Official Records of Polk County, Florida (the “**Replat**”);

WHEREAS, at the time of the Replat, the CDD was the fee simple owner of a portion of the underlying tract, more particularly described as follows, and due to an inadvertent omission, the CDD was not shown as an owner on the face of the Replat:

Tract FD-3 of WESTVIEW POD A PHASE 1B AND 2, according to the plat thereof, as recorded in Plat Book 201 at Pages 39 through 44, of the Public Records of Polk County, Florida.

NOW, THEREFORE, the CDD acknowledges, consents and agrees to the recording of the Replat and for good and valuable consideration receipt whereof is hereby acknowledged and hereby joins in and consents to the dedications set forth on the Replat.

IN WITNESS WHEREOF, the CDD has executed this Consent as of the date first written above.

WITNESSES:

Glynn Connor
Print Name: Glynn Connor
Address: 2600 LAKE LINDEN AVE
MAINTENANCE FL 32757

Kellay Mims
Print Name: Kellay Mims
Address: 2600 Lake Linden Dr
Ste 350 Maitland FL 32757

THE CDD:

**WESTVIEW SOUTH COMMUNITY
DEVELOPMENT DISTRICT**

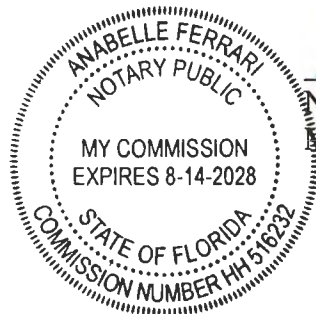
By: Nora Schuster
Name: Nora Schuster
Title: CHAIR

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28th day of May, 2025, by Nora Schuster, as Chair of Westview South Community Development District, on behalf of that company. He has ☐ produced _____ as identification or ☒ is personally known to me.

(Notary Seal)



[Signature]
Notary Public, State of Florida
My Commission Expires: 8/14/28

WESTVIEW SOUTH

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS D

**WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT**

2300 Glades Road, Suite 410W, Boca Raton, Florida 33431

June 5, 2025

Via First Class Mail and Electronic Mail

Enviraquatic, LLC
321 Iris Road
Casselberry, Florida 32707

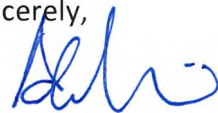
Re: Westview South Community Development District
Notice of Termination of Agreement for Aquatic Maintenance Services

To Whom It May Concern,

Please let this letter serve as notice of termination of that certain *Agreement for Aquatic Maintenance Services* dated November 15, 2023, as ("Agreement") between the Westview South Community Development District ("District") and Enviraquatic, LLC ("Contractor"). Per Section 10 of the Agreement, the termination would be effective as of 30 days of this writing, however the District requests that the termination be effective immediately.

Thank you for your cooperation in this regard and for your service to the District. If you have any questions, please contact me at (561) 571-0010 or kantarzhia@whhassociates.com.

Sincerely,



Andrew Kantarzhi
District Manager

cc: Chairperson (email only)
cc: District Counsel (email only)

WESTVIEW SOUTH

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS E

**AGREEMENT FOR
AQUATIC MAINTENANCE SERVICES**

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

WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and with a mailing address of c/o 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"), and

LAKE PROS, LLC, a Florida limited liability company, with a mailing address of 3885 Shader Road, Orlando, Florida 32808 ("**Contractor**").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190 of the *Florida Statutes*; and

WHEREAS, the District owns, operates and maintains several stormwater management facilities located throughout the boundaries of the District ("**Facilities**"); and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide aquatic maintenance services for the Facilities, as outlined in **Exhibit A ("Services")**; and

WHEREAS, Contractor represents and warrants that it is qualified to provide such Services and desires to enter into an agreement with the District to provide the Services in accordance with the terms and specifications in this Agreement and **Exhibit A**.

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

1. RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

2. SERVICES. The Contractor agrees to provide the Services outlined in **Exhibit A**. Contractor hereby covenants to the District that it shall perform the services: (i) using its best skill and judgment and in accordance with generally accepted professional standards, and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services. Contractor represents that the Services are sufficient to ensure that the Facilities are being operated in a manner consistent with applicable permits and approvals, if any. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. This Agreement grants to Contractor the right to enter the District property that is the subject of this Agreement, and for those purposes described in this Agreement.

Additional Work. The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed change order. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

3. TERM. Contractor shall provide the Services beginning upon the full execution of this Agreement, and continue through September 30 of the year in which this Agreement becomes effective, unless terminated earlier pursuant to its terms. This Agreement shall automatically renew for one-year periods beginning October 1 (i.e., based on the District's fiscal year), unless terminated pursuant to the terms herein.

4. COMPENSATION; PAYMENT. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor the amounts set forth in Exhibit A. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

5. CARE OF DISTRICT PROPERTY. Contractor shall use all due care to protect the property of the District, its patrons, landowners and authorized guests from damage by Contractor or its employees or agents. Contractor agrees to repair any damage resulting from the Services within twenty-four (24) hours. Any such repairs shall be at Contractor's sole expense, unless otherwise agreed, in writing, by the District.

6. COMPLIANCE WITH LAW. In providing the Services, Contractor shall comply with all applicable laws, rules, and regulations, including but not limited to all orders or requirements affecting the District property placed thereon by any governmental authority having jurisdiction.

7. PERMITS AND LICENSES. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

8. ACCIDENTS/CLAIMS. Contractor shall promptly and in no event within more than seventy-two (72) hours provide a written report as to all accidents, injuries or claims for damage relating to the Amenity Facilities or related to the Services, including any damage or destruction of property, and shall cooperate and make any and all reports required by any insurance company, law enforcement agency or the District in connection therewith, unless the District's Board of Supervisors ("Board") expressly directs Contractor otherwise, in writing.

9. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws

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

10. TERMINATION. The District shall have the right to terminate this Agreement immediately upon written notice for cause, or upon thirty (30) days' written notice without cause. Contractor shall have the right to terminate this Agreement upon sixty (60) days' written notice to the District. In the event either party terminates this Agreement, Contractor's sole remedy shall be to recover the balance of money due and owing to it at the effective date of termination for the work actually performed up to that date, subject to any off-sets the District might have against Contractor.

11. INSURANCE. Contractor shall maintain throughout the term of this Agreement the insurance listed in Exhibit B. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

12. INDEMNIFICATION. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentages of fault attributable to Contractor for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest accrued against the District, all as actually incurred. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Section shall survive the termination or expiration of this Agreement.

13. DEFAULT; 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. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third-party. Nothing

contained herein shall limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

14. ATTORNEY'S FEES. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

15. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties hereto relating to the subject matter of this Agreement.

16. 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 parties hereto.

17. NOTICES. All notices, requests, consents, and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, at the addresses first listed 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 Contractor may deliver Notice on behalf of the District and Contractor. 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.

18. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and Contractor 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 Contractor 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 Contractor and their respective representatives, successors, and assigns.

19. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any purported assignment without such written approval shall be void.

20. CONTROLLING LAW; VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in the County in which the District is located.

21. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly,

Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is the District's Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Contractor 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 Contractor 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 Contractor'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 Contractor, Contractor 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, C/O WRATHELL, HUNT & ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431; 561-571-0010 (PHONE); KANTARZHIA@WHHASSOCIATES.COM (EMAIL).

22. 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.

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

24. NEGOTIATIONS AT ARM'S LENGTH. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

25. LIMITATIONS ON 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 or law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

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

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

28. ANTI-HUMAN TRAFFICKING STATEMENT. The Contractor does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes*, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, *Florida Statutes*.

29. CONFLICTS. In the event that there are any conflicts between the terms of this Agreement and its exhibits, the terms of this Agreement shall control.

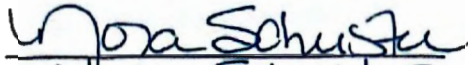
30. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of both parties hereto, both parties have complied with all the requirements of law, and both parties have full power and authority to comply with the terms and provisions of this Agreement.

31. E-SIGNATURE; COUNTERPARTS. This Agreement may be executed by electronic signature, and in any number of counterparts; however, all such counterparts together shall constitute but one and the same instrument.

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties execute the foregoing Agreement.

**WESTVIEW SOUTH COMMUNITY
DEVELOPMENT DISTRICT**


By: NORA Schuster
Its: CHAIR
Date: 6/4/2025

LAKE PROS, LLC

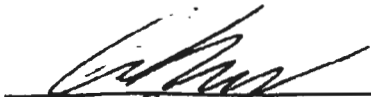

By: Chad Bass
Its: Owner
Date: 6/5/25

Exhibit A: Proposal
Exhibit B: Insurance Certificate with Endorsements

EXHIBIT A:

***Maintenance Agreement—Lake Maintenance Service for forty-four (44) ponds.
Includes three (3) visits per month.***

- Algae and Aquatic Weed Control
- Border Grass and Brush Control
- Underwater and Floating Vegetation Control
- Construction Debris and Trash Removal (Limited to what can be picked up by hand)
- Treatment and Inspection Reporting
- Stormwater Structure Inspections & Grate Cleaning
- 1x Annual Truxor T-50 visit to cut wet/dry retention area. (Additional visits will be billed on an as needed basis)

Monthly Lake Maintenance: \$4,190.00

Location	Pond Numbers	Total
Pod A (Westview TH)	1-6	\$680.00
Pond 7 (Wet/Dry)	7	\$90.00
Pod B (Aden)	8-21	\$1,250.00
NBHD 3	31-38	\$700.00
NBHD 4	41-44	\$350.00
Hub	39-40	\$180.00
NBHD 5 (Esplanade*)	22-30	\$940.00

3885 Shader Road, Orlando, Florida 32808

 (407) 595-3648 www.lakepro.co

WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
APRIL 30, 2025**

**WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
APRIL 30, 2025**

	General Fund	Debt Service Fund 2023A-1	Debt Service Fund 2023A-2	Capital Projects Fund 2023A-1	Capital Projects Fund 2023A-2	Total Governmental Funds
ASSETS						
Cash	\$ 466,135	\$ -	\$ -	\$ -	\$ -	\$ 466,135
Investments						
Revenue	-	1,899,419	398,263	-	-	2,297,682
Reserve	-	2,550,824	600,492	-	-	3,151,316
Prepayment	-	4,818,143	16,426	-	-	4,834,569
Construction A-1	-	-	-	74	-	74
Construction A-2	-	-	-	-	3,935,413	3,935,413
Interest	-	43	1,716	-	-	1,759
Due from Landowner (Westview South LLC)	5,903	-	-	-	-	5,903
Due from Lennar	-	35,728	-	-	-	35,728
Due from general fund	-	7,668	-	147	-	7,815
Due from capital projects fund	-	-	-	4,338	-	4,338
Due from Developer	4,063	422,829	-	1,193,094	-	1,619,986
Total assets	<u>\$ 476,101</u>	<u>\$ 9,734,654</u>	<u>\$1,016,897</u>	<u>\$ 1,197,653</u>	<u>\$ 3,935,413</u>	<u>\$16,360,718</u>
LIABILITIES AND FUND BALANCES						
Liabilities:						
Accounts payable	\$ 2,335	\$ -	\$ -	\$ -	\$ -	\$ 2,335
Contracts payable	-	-	-	1,182,890	232,095	1,414,985
Due to debt service fund	7,668	-	-	-	-	7,668
Due to capital projects fund	147	-	-	-	4,338	4,485
Retainage payable	-	-	-	50,000	-	50,000
Landowner advance	6,000	-	-	-	-	6,000
Total liabilities	<u>16,150</u>	<u>-</u>	<u>-</u>	<u>1,232,890</u>	<u>236,433</u>	<u>1,485,473</u>
DEFERRED INFLOWS OF RESOURCES						
Deferred receipts	9,965	458,558	-	1,193,094	-	1,661,617
Unearned revenue	25,229	36,648	31,132	-	-	93,009
Total deferred inflows of resources	<u>35,194</u>	<u>495,206</u>	<u>31,132</u>	<u>1,193,094</u>	<u>-</u>	<u>1,754,626</u>
Fund balances:						
Restricted for:						
Debt service	-	9,239,448	985,765	-	-	10,225,213
Capital projects	-	-	-	(1,228,331)	3,698,980	2,470,649
Unassigned	424,757	-	-	-	-	424,757
Total fund balances	<u>424,757</u>	<u>9,239,448</u>	<u>985,765</u>	<u>(1,228,331)</u>	<u>3,698,980</u>	<u>13,120,619</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 476,101</u>	<u>\$ 9,734,654</u>	<u>\$1,016,897</u>	<u>\$ 1,197,653</u>	<u>\$ 3,935,413</u>	<u>\$16,360,718</u>

**WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED APRIL 30, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 303	\$ 88,770	\$ -	N/A
Assessment levy: off-roll	33,571	325,827	609,356	53%
Lot Closing Assessments	22,406	112,616	-	N/A
Landowner contribution	-	10,152	159,998	6%
Total revenues	<u>56,280</u>	<u>537,365</u>	<u>769,354</u>	70%
EXPENDITURES				
Professional & administrative				
Supervisors	-	431	3,014	14%
Management/accounting/recording	4,000	28,000	48,000	58%
Legal	-	11,049	25,000	44%
Engineering	-	10,221	2,000	511%
Audit	-	4,350	7,400	59%
Arbitrage rebate calculation	-	-	1,500	0%
Dissemination agent AA1	83	583	1,000	58%
Dissemination agent AA2	83	583	1,000	58%
Dissemination agent 2025	-	-	1,000	0%
EMMA software service	-	3,000	5,000	60%
Trustee	-	-	16,500	0%
DSF accounting 2023 AA2	458	5,958	5,500	108%
DSF accounting 2025	-	-	5,500	0%
Telephone	17	117	200	59%
Postage	12	353	500	71%
Printing & binding	42	292	500	58%
Legal advertising	318	1,400	6,500	22%
Annual special district fee	-	175	175	100%
Insurance	-	5,200	5,500	95%
Contingencies	81	561	500	112%
Meeting room rental	-	-	1,400	0%
Website hosting & maintenance	-	705	705	100%
Website ADA compliance	-	210	210	100%
Total professional & administrative	<u>5,094</u>	<u>73,188</u>	<u>138,604</u>	
Field operations				
Management Fees	1,250	8,750	15,000	58%
Accounting	500	3,500	6,000	58%
Environmental services (POD B & E)	-	20,725	30,000	69%
Plants, Shrubs & Mulch	-	-	10,000	0%
Annuals	-	-	15,000	0%
Tree Trimmings	-	-	6,000	0%
Property Insurance	-	-	10,000	0%
Pond maintenance	-	3,750	35,000	11%
Landscape maintenance	-	7,200	280,000	3%
Irrigation Pump Maintenance	-	-	10,000	0%

**WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED APRIL 30, 2025**

	Current Month	Year to Date	Budget	% of Budget
Dog Waste Stations	-	-	6,000	0%
Irrigation repairs	-	-	10,000	0%
Backflow prevention test	-	-	750	0%
Holiday Decorations	-	-	6,000	0%
Pressure washing	-	-	3,000	0%
Signage maintenance	-	-	5,000	0%
Street lighting agreement	-	-	150,000	0%
Contingencies	-	-	25,000	0%
Electric:				
Irrigation	-	-	6,000	0%
Entrance signs	-	-	2,000	0%
Total field operations	<u>1,750</u>	<u>43,925</u>	<u>630,750</u>	
Other fees & charges				
Property appraiser & tax collector	<u>6</u>	<u>2,166</u>	<u>-</u>	N/A
Total expenditures	<u>6,850</u>	<u>119,279</u>	<u>769,354</u>	16%
Excess/(deficiency) of revenues over/(under) expenditures	49,430	418,086	-	
Fund balances - beginning	<u>375,327</u>	<u>6,671</u>	<u>-</u>	
Fund balances - ending	<u><u>\$ 424,757</u></u>	<u><u>\$ 424,757</u></u>	<u><u>\$ -</u></u>	

**WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND 2023A-1
FOR THE PERIOD ENDED APRIL 30, 2025**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 1,635	\$ 478,723	\$ -	N/A
Assessment levy: off-roll	795,176	795,176	2,506,525	32%
Assessment prepayments	1,066,910	5,924,819	-	N/A
Assessment prepayment interest	-	22,641	-	N/A
Lot closings	76,444	397,880	-	N/A
Lot closings interest	47,899	171,264	-	N/A
Interest	20,915	149,434	-	N/A
Total revenues	<u>2,008,979</u>	<u>7,939,937</u>	<u>2,506,525</u>	317%
EXPENDITURES				
Debt service				
Principal	-	-	545,000	0%
Principal prepayment	-	4,990,000	2,980,000	167%
Interest	-	1,112,718	2,009,761	55%
Total debt service	<u>-</u>	<u>6,102,718</u>	<u>5,534,761</u>	110%
Other fees & charges				N/A
Tax collector	<u>33</u>	<u>9,563</u>	<u>-</u>	N/A
Total other fees and charges	<u>33</u>	<u>9,563</u>	<u>-</u>	N/A
Total expenditures	<u>33</u>	<u>6,112,281</u>	<u>5,534,761</u>	110%
Excess/(deficiency) of revenues over/(under) expenditures	2,008,946	1,827,656	(3,028,236)	
Fund balances - beginning	<u>7,230,502</u>	<u>7,411,792</u>	<u>7,494,060</u>	
Fund balances - ending	<u>\$ 9,239,448</u>	<u>\$ 9,239,448</u>	<u>\$ 4,465,824</u>	

**WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND 2023A-2
FOR THE PERIOD ENDED APRIL 30, 2025**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ 114,747	\$ 280,490	\$ 598,469	47%
Lot Closing Assessments	-	80,748	-	N/A
Interest	2,470	16,490	-	N/A
Total revenues	<u>117,217</u>	<u>377,728</u>	<u>598,469</u>	63%
EXPENDITURES				
Debt service				
Principal	-	-	130,000	0%
Prepayment	-	30,000	-	N/A
Interest	-	235,634	471,269	50%
Total expenditures	<u>-</u>	<u>265,634</u>	<u>601,269</u>	44%
Excess/(deficiency) of revenues over/(under) expenditures	117,217	112,094	(2,800)	
Fund balances - beginning	<u>868,548</u>	<u>873,671</u>	<u>841,458</u>	
Fund balances - ending	<u><u>\$ 985,765</u></u>	<u><u>\$ 985,765</u></u>	<u><u>\$ 838,658</u></u>	

**WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND 2023A-1
FOR THE PERIOD ENDED APRIL 30, 2025**

	Current Month	Year To Date
REVENUES		
Developer contribution	\$ -	\$ 3,211,084
Interest	-	987
Total revenues	<u>-</u>	<u>3,212,071</u>
EXPENDITURES		
Construction costs	<u>(343,956)</u>	<u>480,412</u>
Total expenditures	<u>(343,956)</u>	<u>480,412</u>
Excess/(deficiency) of revenues over/(under) expenditures	343,956	2,731,659
OTHER FINANCING SOURCES/(USES)		
Transfer in	<u>-</u>	<u>4,338</u>
Total other financing sources/(uses)	<u>-</u>	<u>4,338</u>
Net change in fund balances	343,956	2,735,997
Fund balances - beginning	<u>(1,572,287)</u>	<u>(3,964,328)</u>
Fund balances - ending	<u><u>\$ (1,228,331)</u></u>	<u><u>\$ (1,228,331)</u></u>

**WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND 2023A-2
FOR THE PERIOD ENDED APRIL 30, 2025**

	Current Month	Year To Date
REVENUES		
Interest	\$ 13,180	\$ 109,048
Total revenues	<u>13,180</u>	<u>109,048</u>
EXPENDITURES		
Construction costs	12,187	480,530
Total expenditures	<u>12,187</u>	<u>480,530</u>
Excess/(deficiency) of revenues over/(under) expenditures	993	(371,482)
OTHER FINANCING SOURCES/(USES)		
Transfer out	-	(4,338)
Total other financing sources/(uses)	<u>-</u>	<u>(4,338)</u>
Net change in fund balances	993	(375,820)
Fund balances - beginning	3,697,987	4,074,800
Fund balances - ending	<u><u>\$ 3,698,980</u></u>	<u><u>\$ 3,698,980</u></u>

WESTVIEW SOUTH

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

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

The Board of Supervisors of the Westview South Community Development District held a Regular Meeting on March 12, 2025 at 2:00 p.m., at the Hampton Inn & Suites Orlando South Lake Buena Vista, 4971 Calypso Cay Way, Kissimmee, Florida 34746.

Present:

Patrick "Rob" Bonin	Vice Chair
Susan Kane	Assistant Secretary
Logan Lantrip	Assistant Secretary

Also present:

Andrew Kantarzhi	District Manager
Antonio Shaw	Wrathell, Hunt and Associates LLC (WHA)
Bennett Davenport (via telephone)	District Counsel
Steve Sanford (via telephone)	Bond Counsel
Andrea Fidler	Supervisor-Appointee
Nora Schuster	Supervisor-Appointee

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Kantarzhi called the meeting to order at 2:06 p.m. The Oath of Office was administered to Mr. Lantrip prior to the meeting to ensure a quorum. Supervisors Bonin, Kane and Lantrip were present. Supervisors Kalin and Barcom were not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Administration of Oath of Office to Elected Supervisor (Logan Lantrip - Seat 4) (the following to be provided in a separate package)

This item was addressed during the First Order of Business. As a returning Board Member, Mr. Lantrip is familiar with the following:

A. Required Ethics Training and Disclosure Filing

- **Sample Form 1 2023/Instructions**

B. Membership, Obligations and Responsibilities

C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees

D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2025-01, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes; and Providing for an Effective Date

Mr. Kantarzhi presented Resolution 2025-01. The results of the Landowners' Election were as follows:

Seat 3	Josh Kalin	430 votes	4-Year Term
Seat 4	Logan Lantrip	430 votes	4-Year Term
Seat 5	Gaylon Barcom	400 votes	2-Year Term

On MOTION by Mr. Bonin and seconded by Ms. Kane, with all in favor, Resolution 2025-01, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes; and Providing for an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS

Acceptance of Resignation of Josh Kalin [Seat 3]

On MOTION by Ms. Kane and seconded by Mr. Bonin, with all in favor, the resignation of Mr. Josh Kalin from Seat 3, was accepted.

SIXTH ORDER OF BUSINESS

Consider Appointment of Nora Schuster to Fill Unexpired Term of Seat 3; Term Expires November 2028

On MOTION by Ms. Kane and seconded by Mr. Bonin, with all in favor, the appointment of Ms. Nora Schuster to Seat 3, was approved.

- **Administration of Oath of Office**

The Oath of Office was administered during the Eighth Order of Business.

SEVENTH ORDER OF BUSINESS

Acceptance of Resignation of Gaylon Barcom [Seat 5]

On MOTION by Ms. Kane and seconded by Mr. Bonin, with all in favor, the resignation of Mr. Gaylon Barcom from Seat 5, was accepted.

EIGHTH ORDER OF BUSINESS

Consider Appointment of Andrea Fidler to Fill Unexpired Term of Seat 5; Term Expires November 2026

On MOTION by Ms. Kane and seconded by Mr. Bonin, with all in favor, the appointment of Ms. Andrea Fidler to Seat 5, was approved.

- **Administration of Oath of Office**

Mr. Kantarzhi, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Ms. Nora Schuster and Ms. Andrea Fidler. As experienced Board Members, both are familiar with the items listed in the Third Order of Business.

NINTH ORDER OF BUSINESS

Consideration of Resolution 2025-02, Electing and Removing Officers of the District, and Providing for an Effective Date

Mr. Kantarzhi presented Resolution 2025-02. Ms. Kane nominated the following:

Nora Schuster

Chair

Patrick "Rob" Bonin

Vice Chair

111 Susan Kane Assistant Secretary
112 Logan Lantrip Assistant Secretary
113 Andrea Fidler Assistant Secretary

114 No other nominations were made.

115 This Resolution removes the following from the Board:

116 Josh Kalin Chair
117 Gaylon Barcom Assistant Secretary
118 Cindy Cerbone Assistant Secretary

119 The following prior appointments by the Board remain unaffected by this Resolution:

120 Craig Wrathell Secretary
121 Andrew Kantarzhi Assistant Secretary
122 Craig Wrathell Treasurer
123 Jeff Pinder Assistant Treasurer

124

125 **On MOTION by Ms. Kane and seconded by Mr. Bonin, with all in favor,**
126 **Resolution 2025-02, Electing, as nominated, and Removing Officers of the**
127 **District, and Providing for an Effective Date, was adopted.**

128

129

130 **TENTH ORDER OF BUSINESS**

**Presentation of Second Supplemental
Engineer's Report**

131

132

133 Mr. Kantarzhi presented the Second Supplemental Engineer's Report dated March 2025.

134

135 **On MOTION by Ms. Schuster and seconded by Ms. Kane, with all in favor, the**
136 **Second Supplemental Engineer's Report, in substantial form, was approved.**

137

138

139 **ELEVENTH ORDER OF BUSINESS**

**Presentation of Second Supplemental
Special Assessment Methodology Report**

140

141

142 Mr. Kantarzhi presented the Second Supplemental Special Assessment Methodology
143 Report dated March 12, 2025. He reviewed the pertinent information and discussed the
144 Development Program, Capital Improvement Plan (CIP), Financing Program, Assessment

Methodology, lienability tests, special and peculiar benefits to the units, True-up Mechanism and the Appendix Tables. He noted the following:

➤ The Assessment Area One 2025 Project Area consists of 762 residential units out of the anticipated total of 2,491 residential units.

➤ The total CIP costs are estimated at \$154,334,705, with the actual costs of the Assessment Area One 2025 Project estimated at \$41,227,238.07.

➤ The total par amount of bonds, including the costs of financing, capitalized interest and debt service reserve, is \$26,640,000 to finance a portion of the Assessment Area One 2025 Project costs in the amount of \$22,679,242.05. The balance of the Assessment Area One 2025 Project costs are anticipated to be contributed by the Developer.

Mr. Sanford noted that the Reports are preliminary and subject to change.

On MOTION by Mr. Bonin and seconded by Mr. Lantrip, with all in favor, the Second Supplemental Special Assessment Methodology Report dated March 12, 2025, in substantial form, was approved.

TWELFTH ORDER OF BUSINESS

Consideration of Resolution 2025-03, Authorizing the Issuance of Not Exceeding in Total Aggregate Principal Amount of \$30,000,000 its Westview South Community Development District Special Assessment Bonds, Series 2025 (Assessment Area One - 2025 Project Area) (the "Bonds"), to Finance the Acquisition and Improvement of Certain Public Infrastructure Within a Portion of the District; Determining the Need for a Negotiated Limited Offering of the Bonds and Providing for a Delegated Award of Such Bonds; Appointing the Underwriter for the Offering of the Bonds; Approving the Form of and Authorizing the Execution and Delivery of a Bond Purchase Contract With Respect to the Bonds; Approving the Use of the Previously Executed Master Trust Indenture Dated as Of July 1, 2023 and Approving the Form of and

183 Authorizing the Execution and Delivery of a
184 Third Supplemental Trust Indenture;
185 Approving the Form of and Authorizing the
186 Distribution of a Preliminary Limited
187 Offering Memorandum; Approving the
188 Execution and Delivery of a Final Limited
189 Offering Memorandum; Approving the
190 Form of and Authorizing the Execution of a
191 Continuing Disclosure Agreement, and
192 Appointing a Dissemination Agent;
193 Approving the Application of Bond
194 Proceeds; Authorizing Certain
195 Modifications to the Assessment
196 Methodology Report and Engineer's
197 Report; Providing for the Registration of
198 the Bonds Pursuant to the DTC Book-Entry
199 Only System; Authorizing the Proper
200 Officials to Do All Things Deemed
201 Necessary in Connection with the Issuance,
202 Sale and Delivery of the Bonds; and
203 Providing for Severability, Conflicts and an
204 Effective Date
205

206 Mr. Sanford presented Resolution 2025-03, also known as the Delegation Resolution,
207 which accomplishes the following:

208 ➤ Authorizes the Chair or Vice Chair to execute the Bond Purchase Contract, eliminating
209 the need for a special meeting.

210 ➤ Authorizes modifications to the Engineer's and the Methodology Reports.

211 ➤ Sets forth the parameters within which the Chair can enter into the Bond Purchase
212 Contract, as follows:

213 Maximum Principal Amount: Not to Exceed \$30,000,000

214 Maximum Coupon Rate: Maximum Statutory Rate

215 Not to Exceed Maturity Date: Maximum Allowed by Law

216 Underwriting Discount: 98.00% of the principal amount of the Bonds issued (exclusive of
217 any original issuance discount)

218 ➤ Requires Board approval of the Bond Purchase Contract, Preliminary Limited Offering
219 Memorandum, Continuing Disclosure Agreement and Third Supplemental Trust Indenture.

On MOTION by Ms. Kane and seconded by Ms. Schuster, with all in favor, Resolution 2025-03, Authorizing the Issuance of Not Exceeding in Total Aggregate Principal Amount of \$30,000,000 its Westview South Community Development District Special Assessment Bonds, Series 2025 (Assessment Area One - 2025 Project Area) (the "Bonds"), to Finance the Acquisition and Improvement of Certain Public Infrastructure Within a Portion of the District; Determining the Need for a Negotiated Limited Offering of the Bonds and Providing for a Delegated Award of Such Bonds; Appointing the Underwriter for the Offering of the Bonds; Approving the Form of and Authorizing the Execution and Delivery of a Bond Purchase Contract With Respect to the Bonds; Approving the Use of the Previously Executed Master Trust Indenture Dated as Of July 1, 2023 and Approving the Form of and Authorizing the Execution and Delivery of a Third Supplemental Trust Indenture; Approving the Form of and Authorizing the Distribution of a Preliminary Limited Offering Memorandum; Approving the Execution and Delivery of a Final Limited Offering Memorandum; Approving the Form of and Authorizing the Execution of a Continuing Disclosure Agreement, and Appointing a Dissemination Agent; Approving the Application of Bond Proceeds; Authorizing Certain Modifications to the Assessment Methodology Report and Engineer's Report; Providing for the Registration of the Bonds Pursuant to the DTC Book-Entry Only System; Authorizing the Proper Officials to Do All Things Deemed Necessary in Connection with the Issuance, Sale and Delivery of the Bonds; and Providing for Severability, Conflicts and an Effective Date, was adopted.

THIRTEENTH ORDER OF BUSINESS

Consideration of Resolution 2025-04, Setting Forth the Specific Terms of the District's Special Assessment Bonds, Series 2025 (Assessment Area Three); Making Certain Additional Findings and Confirming and/or Adopting an Engineer's Report and a Supplemental Assessment Report; Delegating Authority to Prepare Final Reports and Update this Resolution; Confirming the Maximum Assessment Lien Securing the Bonds; Addressing the Allocation and Collection of the Assessments Securing the Bonds; Addressing Prepayments; Addressing True-Up Payments; Providing for the Supplementation of the Improvement Lien

Book; and Providing for Conflicts,
Severability and an Effective Date

Mr. Davenport presented Resolution 2025-04.

Mr. Kantarzhi noted that the Resolution refers to Exhibits A, B and C, which is the legal description of the Assessment Area, which can be pulled from the Engineer's Report. The Engineer's Report does not reflect Assessment Area Three. The Engineer's Report Legend will be updated to include the acreage and the updated legal description. He is unsure if all of Pod C is included in Assessment Area Three; once the Report is final, the final version will be transmitted to the Board and Staff.

On MOTION by Ms. Kane and seconded by Ms. Schuster, with all in favor, Resolution 2025-04, Setting Forth the Specific Terms of the District's Special Assessment Bonds, Series 2025 (Assessment Area Three); Making Certain Additional Findings and Confirming and/or Adopting an Engineer's Report and a Supplemental Assessment Report; Delegating Authority to Prepare Final Reports and Update this Resolution; Confirming the Maximum Assessment Lien Securing the Bonds; Addressing the Allocation and Collection of the Assessments Securing the Bonds; Addressing Prepayments; Addressing True-Up Payments; Providing for the Supplementation of the Improvement Lien Book; and Providing for Conflicts, Severability and an Effective Date, was adopted.

FOURTEENTH ORDER OF BUSINESS

Consideration of Issuer's Counsel
Documents

Mr. Davenport presented the following:

- A. Collateral Assignment Agreement
- B. Completion Agreement
- C. Declaration of Consent
- D. Disclosure of Public Finance
- E. Notice of Special Assessments
- F. True-Up Agreement

On MOTION by Ms. Schuster and seconded by Ms. Kane, with all in favor, the Collateral Assignment Agreement, Completion Agreement, Declaration of Consent, Disclosure of Public Finance, Notice of Special Assessments and True-Up Agreement, all in substantial form, were approved.

Discussion ensued regarding the map and Exhibits to Resolution 2024-04.

Mr. Kantarzhi stated that the areas in pink on the map in the Engineer's Report are included in the Assessment Area One 2025 Project. When the Reports are finalized, the Resolution, Exhibits, map, legal description, acreage and Legend will be updated accordingly.

FIFTEENTH ORDER OF BUSINESS

Presentation of Audited Annual Financial Report for the Fiscal Year Ended September 30, 2023, Prepared by Berger, Toombs, Elam, Gaines & Frank

Mr. Kantarzhi presented the Audited Annual Financial Report for the Fiscal Year Ended September 30, 2023. The Management Letter, on Page 31, reflected a finding, because the actual General Fund expenditures exceeded the approved budgeted amounts. Although the CDD amended the budget as necessary, the expenditures ended up being even greater than anticipated. The recommendation was for the CDD to monitor expenditures in future years to ensure that actual expenditures do not exceed budget. Management's response was that Management will continue monitoring expenditures to ensure that budget amendments are sufficient to cover any overages.

A. Consideration of Resolution 2025-05, Hereby Accepting the Audited Financial Report for the Fiscal Year Ended September 30, 2023

On MOTION by Ms. Fidler and seconded by Ms. Kane, with all in favor, Resolution 2025-05, Hereby Accepting the Audited Financial Report for the Fiscal Year Ended September 30, 2023, was adopted.

SIXTEENTH ORDER OF BUSINESS

Ratification Items

Mr. Kantarzhi presented the following:

A. Quit Claim Deed (CDD to LT Westview)

- 332 **B. Jr. Davis Construction Company, Inc. Change Orders [Pod B]**
- 333 **I. No. 14: Changes Related to Fill**
- 334 **II. No. 20: Rear Yard Drain Rev Grading**
- 335 **III. No. 21: Curb Extension, Bond Premium**
- 336 **IV. No. 22: Additional Berms**
- 337 **V. No. 23: Light Poles/Electrical Crossings**
- 338 **VI. No. 24: RFI 70 & 72 Mod Drainage Structures**
- 339 **VII. No. 25: Add FM ARV**
- 340 **VIII. No. 26: Signage**
- 341 **IX. No. 27: Proposal Based on Revised Plan Sheets o4.04 and o4.06**
- 342 **X. No. 28: Modified Drainage Structure**
- 343 **XI. No. 29: Removal and Reinstallation of Fence**
- 344 **XII. No. 30: Sidewalk Installation**
- 345 **XIII. No. 31: Relocation of STR#2B140**
- 346 **XIV. No. 32: Spine Road Rev Striping at KOA per Osc Co**
- 347 **XV. No. 33: Direct Purchase Order Reconciliation**
- 348 **XVI. No. 34: Relocation of the Reclaim and Forcemain Valves**
- 349 **C. Ferguson Waterworks Change Order No. 9: Add Valve Can Risers & Gate Valve**
- 350 **D. Mack Concrete Industries, Inc. Change Orders**
- 351 **I. No. 9: RFI Response and Future Plan Revision**
- 352 **II. No. 10: RFI 75 Storm Manhole 4A110-C, USF 170-E “Storm”**
- 353 **E. Fortiline Waterworks Purchase Order [Westview South Project – Pod B Spine Road**
- 354 **\$1,697,872.70]**
- 355 **F. Hydra Service, Inc. Purchase Order [Westview South Project – Pod B Spine Road]**
- 356 **G. Hydro Conduit, LLC d/b/a Rinker Materials Purchase Order [Westview South Project –**
- 357 **Pod B Spine Road \$857,637.20]**
- 358 **H. Ferguson Enterprises, LLC dba Ferguson Waterworks Purchase Order [Westview South**
- 359 **Project – Pod B Spine Road \$2,789,100.40]**
- 360 **I. Mack Concrete Industries, Inc. Purchase Order [Westview South Project \$735,645]**

- 361 J. Avatar Properties, Inc. Amended and Restated Agreement Regarding True Up
- 362 K. Avatar Properties, Inc. Release of Agreement Regarding True-Up
- 363 L. Assignment of Contractor Agreement [Westview South Project – Construction Site
- 364 Work]
- 365 M. Pod B, Neighborhood 2A and 2B Phase 1 Special Warranty Deeds
- 366 I. Avatar Properties, Inc.
- 367 II. LT Westview, LLC
- 368 N. Easement Agreement [Westview Pod A Phase 1B and 2]
- 369 O. Conveyance of Pod B - Neighborhood 2A and 2B Phase 1 Lift Station
- 370 P. Fortiline Waterworks Changed Orders
- 371 I. No. 14: Adjust Fire Hydrant to Grade
- 372 II. No. 15: Manhole Drops
- 373 III. No. 16: Plans REV - RFI 49 - Added ARV

374 On MOTION by Mr. Bonin and seconded by Ms. Kane, with all in favor, Items

375 16 A through P, as listed, were ratified.

376

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378 SEVENTEENTH ORDER OF BUSINESS

Consideration of Jr. Davis Construction
2177 RFCO48-1 [2177 Westview Pod B RFI
75 Modify Drainage Structure 4A110-C]

379

380

381

382 Mr. Kantarzhi presented Jr. Davis Construction 2177 RFCO48-1.

383

384 On MOTION by Mr. Bonin and seconded by Mr. Lantrip, with all in favor, Jr.

385 Davis Construction 2177 RFCO48-1 for 2177 Westview Pod B RFI 75 Modify

386 Drainage Structure 4A110-C, was approved.

387

388

389 EIGHTEENTH ORDER OF BUSINESS

Consideration of FMSbonds, Inc., Rule G-17
Disclosure Letter

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392 Mr. Kantarzhi presented the FMSbonds, Inc., Rule G-17 Disclosure Letter.

393

On MOTION by Ms. Schuster and seconded by Mr. Kane, with all in favor, the FMSbonds, Inc., Rule G-17 Disclosure Letter, was approved.

NINETEENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of January 31, 2025

On MOTION by Ms. Fidler and seconded by Ms. Kane, with all in favor, the Unaudited Financial Statements as of January 31, 2025, were accepted.

TWENTIETH ORDER OF BUSINESS

Approval of Minutes

- A. August 14, 2024 Public Hearings and Regular Meeting
- B. November 5, 2024 Landowners' Meeting

On MOTION by Ms. Fidler and seconded by Mr. Bonin, with all in favor, the August 14, 2024 Public Hearings and Regular Meeting Minutes and the November 5, 2024 Landowners' Meeting Minutes, both as presented, were approved.

TWENTY-FIRST ORDER OF BUSINESS

Staff Reports

- A. District Counsel: Kutak Rock, LLP
- B. District Engineer: Atwell, LLC

There were no District Counsel or District Engineer reports.

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

- **Status Report – Field Operations**

Mr. Shaw asked for clarification regarding the ponds. The previous count was 37 ponds across Pods A and B; however, the vendor servicing water quality counted 42 ponds. Floralawn currently services the six ponds in Pod A for \$600 monthly. Enviraquatic proposed to service 37 ponds at a cost of \$3,275, but 42 ponds were counted.

Discussion ensued regarding the map, locations of ponds being serviced, ponds needing service, the need to determine who installed trees and what warranty was provided.

Mr. Shaw stated that he documented the deterioration of trees with timestamped photos; he does not have the contracts for the installations or warranty information. In his

opinion, trees on Watermark and Mossad look very bad. Floralawn stated that area was not turned over to them for that tract and they did not install those.

Mr. Shaw will obtain proposals when he receives a pond count.

Mr. Kantarzhi stated that, when more landscaping comes online, it might be necessary to advertise a Request for Proposals (RFP). He will work with Taylor Morrison and a map and scope of work will be provided.

Mr. Shaw stated that the submerged wildlife warning signs discussed at the last meeting were removed at no cost to the CDD and are in Staff's possession. Currently, no signs are posted. He asked if signs should be added in Pod B. Ms. Schuster replied affirmatively and suggested that flashing speed signs are needed on Watermark and Lassiter, due to the presence of the amenity. Ms. Schuster will provide a sign count and give further direction.

Mr. Shaw discussed washouts and erosion issues observed and asked for direction on the proposals submitted. The consensus was that Ms. Schuster will inspect the area and advise; repairs can be authorized between meetings and presented for ratification if necessary.

- **NEXT MEETING DATE: April 9, 2025 at 2:00 PM**
 - **QUORUM CHECK**

The next meeting will be on April 9, 2025, unless cancelled.

TWENTY-SECOND ORDER OF BUSINESS

Board Members' Comments/Requests

There were no Board Members' comments or requests.

TWENTY-THIRD ORDER OF BUSINESS

Public Comments

No members of the public spoke.

TWENTY-FOURTH ORDER OF BUSINESS

Adjournment

On MOTION by Ms. Schuster and seconded by Mr. Lantrip, with all in favor, the meeting adjourned at 3:12 p.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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467 _____
Secretary/Assistant Secretary

Chair/Vice Chair

WESTVIEW SOUTH

COMMUNITY DEVELOPMENT DISTRICT

STAFF REPORTS

WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
Hampton Inn & Suites Orlando South Lake Buena Vista 4971 Calypso Cay Way, Kissimmee, Florida 34746 ¹ Johnston's Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee, Florida 34744		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 9, 2024 CANCELED	Regular Meeting	2:00 PM*
November 5, 2024 ¹	Landowners' Meeting	1:00 PM
November 13, 2024 CANCELED	Regular Meeting	2:00 PM*
December 11, 2024 CANCELED	Regular Meeting	2:00 PM*
January 8, 2025 CANCELED	Regular Meeting	2:00 PM*
February 12, 2025 CANCELED	Regular Meeting	2:00 PM*
March 12, 2025	Regular Meeting	2:00 PM*
April 9, 2025 CANCELED	Regular Meeting	2:00 PM*
May 14, 2025 CANCELED	Regular Meeting	2:00 PM*
June 11, 2025	Regular Meeting <i>Presentation of FY2026 Proposed Budget</i>	2:00 PM*
July 9, 2025	Regular Meeting	2:00 PM*
August 13, 2025	Regular Meeting	2:00 PM*
September 10, 2025	Regular Meeting	2:00 PM*
*Meetings will commence at the later of 2:00 PM, or conclusion of Center Lake Ranch West CDD Meetings, scheduled to commence at 1:30 PM		