

***Windsor at Westside
Community Development District***

Agenda

August 9, 2024

AGENDA

Windsor at Westside

Community Development District

219 E. Livingston Street, Orlando, Florida 32801

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

August 2, 2024

Board of Supervisors Windsor at Westside Community Development District

Dear Board Members:

The meeting of the Board of Supervisors of **Windsor at Westside Community Development District** will be held **Friday, August 9, 2024, at 10:00 AM at the Hart Memorial Library, 211 E. Dakin Ave, Kissimmee, Florida 34741**. Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the May 31, 2024, Board of Supervisors Meeting
4. Public Hearing
 - A. Consideration of Resolution 2024-03 Adopting the Fiscal Year 2025 Proposed Budget and Appropriating Funds
 - B. Consideration of Resolution 2024-04 Imposing Fiscal Year 2025 Special Assessments and Certifying Assessment Roll
5. Presentation of Fiscal Year 2023 Financial Audit Report
6. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
 - iii. Adoption of District Goals and Objectives
 - iv. Approval of Fiscal Year 2025 Meeting Schedule
 - D. Field Manager's Report
 - i. Consideration of Landscape Services Agreement Renewal with BrightView Landscape
 - ii. Consideration Aquatic Plant Agreement Renewal with Applied Aquatic
7. Supervisor's Requests
8. Adjournment

MINUTES

**MINUTES OF MEETING
WINDSOR AT WESTSIDE
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Windsor at Westside Community Development District was held Friday, **May 31, 2023** at 10:00 a.m. in the Hart Memorial Library, 211 E. Dakin Avenue, Kissimmee, Florida.

Present and constituting a quorum were:

Duane (Rocky) Owen	Chairman
Tom Franklin	Vice Chairman
Atlee Mercer	Assistant Secretary
Scott Stewart	Assistant Secretary

Also present were:

Jason Showe	Manager
Sarah Sandy	Attorney <i>by telephone</i>
Broc Althafer	Engineer <i>by telephone</i>
Thomas Santos	Field Manager

FIRST ORDER OF BUSINESS

Roll Call

Mr. Showe called the meeting to order and called the roll.

SECOND ORDER OF BUSINESS

Public Comment Period

There being no comments, the next item followed.

THIRD ORDER OF BUSINESS

**Approval of the Minutes of the February 23,
2023 Meeting**

On MOTION by Mr. Owen seconded by Mr. Mercer with all in favor the minutes of February 23, 2024 meeting were approved as presented.

FOURTH ORDER OF BUSINESS

**Consideration of Resolution 2024-01
Approving the Fiscal Year 2025 Proposed
Budget and Setting a Public Hearing to Adopt**

Mr. Showe stated Resolution 2024-01 approves the Fiscal Year 2025 budget, sets the public hearing, directs staff to transmit the approved budget the local government and post it on the district’s website. We are proposing an assessment increase. The major change is in the irrigation water charges. Last year we went through a process to separate the HOA from the CDD and at that point we didn’t know what our usage was going to be, and we believe we need to take that budget from \$150,000 to \$405,000. We also added addition capital transfers for possible future projects and that raises the assessments by about \$430 to \$575. We need to make sure the budget reflects the assessments needed. We increased some other lines so that we shouldn’t have to do this continually.

On MOTION by Mr. Owen seconded by Mr. Franklin with all in favor Resolution 2024-01 approving the fiscal year 2025 budget and setting the public hearing for August 9, 2024 was approved.

FIFTH ORDER OF BUSINESS

**Consideration of Resolution 2024-02 Setting
Date, Time and Location for Landowners’
Election and Meeting**

Mr. Showe stated Resolution 2024-02 sets the landowners’ election. It is not a meeting of the board, just the landowners’ election. Seat 2 Mr. Franklin, seat 4 Mr. Mercer and seat 5 that is currently vacant are up for election. We are looking at November 8, 2024 at 10:00 a.m. at the Hart Memorial Library, 211 E. Dakin Avenue, Kissimmee, Florida.

On MOTION by Mr. Stewart seconded by Mr. Mercer with all in favor Resolution 2024-02 designating November 8, 2024 at 10:00 a.m. at the Hart Memorial Library, 211 E. Dakin Avenue, Kissimmee, Florida as the landowners meeting date and election was approved.

SIXTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Sandy stated if there are any questions on the new ethics training that is now required, or if you are having an issue when completing it, just reach out to me.

Mr. Mercer stated there was a website we could go on for free and I have lost that website.
Mr. Showe stated I will send that to you.

B. Engineer

There being no comments, the next item followed.

C. Manager

i. Approval of Check Register

On MOTION by Mr. Franklin seconded by Mr. Owen with all in favor the Check Register was approved.

ii. Balance Sheet and Income Statement

A copy of the balance sheet and income statement were included in the agenda package.

iii. Presentation of Registered Voters – 50

A copy of the letter from the supervisor of elections indicating that there are 50 registered voters residing in the district was included in the agenda package.

D. Field Manager’s Report

i. Consideration of Pool Maintenance Service (Fountain) Agreement

On MOTION by Mr. Mercer seconded by Mr. Franklin with all in favor the Maintenance Agreement with LPM in the amount of \$575 per month for the fountain was approved.

SEVENTH ORDER OF BUSINESS

Supervisors Requests

There being no comments, the next item followed.

EIGHTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Stewart seconded by Mr. Mercer with all in favor the meeting adjourned at 10:18 a.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

SECTION A

RESOLUTION 2024-03
[FY 2025 APPROPRIATION RESOLUTION]

THE ANNUAL APPROPRIATION RESOLUTION OF THE WINDSOR AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2024, and ending September 30, 2025 (“**FY 2025**”), the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the Windsor at Westside Community Development District (“**District**”) prior to June 15, 2024, proposed budget(s) (“**Proposed Budget**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

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

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

WHEREAS, the District Manager posted the Proposed Budget on the District’s website in accordance with Section 189.016, *Florida Statutes*; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WINDSOR AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BUDGET

- a. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- b. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Windsor at Westside Community Development District for the Fiscal Year Ending September 30, 2025.”

- c. The Adopted Budget shall be posted by the District Manager on the District’s official website in accordance with Section 189.016, *Florida Statutes* and shall remain on the website for at least two (2) years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for FY 2025, the sum(s) set forth in **Exhibit A** to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated as set forth in **Exhibit A**.

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within FY 2025 or within 60 days following the end of the FY 2025 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law. The District Manager or Treasurer must ensure that any amendments to the budget under this paragraph c. are posted on the District’s website in accordance with Section 189.016, *Florida Statutes*, and remain on the website for at least two (2) years.

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

PASSED AND ADOPTED THIS 9TH DAY OF AUGUST 2024.

ATTEST:

**WINDSOR AT WESTSIDE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: FY 2025 Budget

Windsor at Westside
Community Development District

Proposed Budget
FY 2025



Table of Contents

1-2	<u>General Fund</u>
3-7	<u>General Fund Narrative</u>
8	<u>Debt Service Fund Series 2015</u>
9	<u>Amortization Schedule Series 2015</u>
10	<u>Debt Service Fund Series 2016</u>
11	<u>Amortization Schedule Series 2016</u>
12	<u>Capital Reserve Fund</u>

Windsor at Westside
Community Development District
Proposed Budget
General Fund

	Adopted Budget FY2024	Actuals Thru 6/30/24	Projected Next 3 Months	Projected Thru 9/30/24	Proposed Budget FY2025
Revenues					
O&M Assessments	\$ 444,642	\$ 448,916	\$ -	\$ 448,916	\$ 731,873
Total Revenues	\$ 444,642	\$ 448,916	\$ -	\$ 448,916	\$ 731,873
Expenditures					
<i>General & Administrative</i>					
Supervisor Fee	\$ 7,200	\$ 1,400	\$ 1,600	\$ 3,000	\$ 7,200
FICA Expense	\$ 367	\$ 77	\$ 82	\$ 158	\$ 367
Engineering	\$ 5,000	\$ 1,200	\$ 400	\$ 1,600	\$ 5,000
Attorney	\$ 10,000	\$ 1,552	\$ 2,500	\$ 4,052	\$ 10,000
Arbitrage	\$ 900	\$ -	\$ 900	\$ 900	\$ 900
Dissemination	\$ 7,000	\$ 5,250	\$ 1,750	\$ 7,000	\$ 7,350
Annual Audit	\$ 4,100	\$ 4,100	\$ -	\$ 4,100	\$ 4,100
Trustee Fees	\$ 7,000	\$ 3,500	\$ 3,500	\$ 7,000	\$ 7,000
Assessment Administration	\$ 5,300	\$ 5,300	\$ -	\$ 5,300	\$ 5,565
Management Fees	\$ 43,845	\$ 32,884	\$ 10,961	\$ 43,845	\$ 47,134
Information Technology	\$ 1,908	\$ 1,431	\$ 477	\$ 1,908	\$ 2,004
Website Maintenance	\$ 1,060	\$ 795	\$ 265	\$ 1,060	\$ 1,113
Postage	\$ 300	\$ 166	\$ 1,192	\$ 1,358	\$ 300
Insurance	\$ 7,111	\$ 6,690	\$ -	\$ 6,690	\$ 7,359
Printing & Binding	\$ 500	\$ 19	\$ 125	\$ 144	\$ 500
Legal Advertising	\$ 3,000	\$ -	\$ 1,500	\$ 1,500	\$ 3,000
Other Current Charges	\$ 1,000	\$ 607	\$ 250	\$ 857	\$ 1,000
Property Appraiser	\$ 500	\$ 284	\$ -	\$ 284	\$ 500
Office Supplies	\$ 200	\$ 2	\$ 50	\$ 52	\$ 200
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ -	\$ 175	\$ 175
Total General & Administrative:	\$ 106,466	\$ 65,431	\$ 25,552	\$ 90,983	\$ 110,767

Windsor at Westside
Community Development District
Proposed Budget
General Fund

	Adopted Budget FY2024	Actuals Thru 6/30/24	Projected Next 3 Months	Projected Thru 9/30/24	Proposed Budget FY2025
<i>Operations & Maintenance</i>					
Contract Services					
Field Services	\$ 11,274	\$ 8,456	\$ 2,819	\$ 11,274	\$ 15,000
Landscape Maintenance - Contract	\$ 63,000	\$ 45,747	\$ 15,249	\$ 60,997	\$ 60,997
Lake Maintenance	\$ 11,688	\$ 8,046	\$ 2,682	\$ 10,728	\$ 11,264
Property Insurance	\$ 3,831	\$ 3,652	\$ -	\$ 3,652	\$ 4,127
Repairs & Maintenance					
Landscape Maintenance - Other	\$ 20,000	\$ 3,500	\$ 16,500	\$ 20,000	\$ 20,000
Repairs and Maintenance	\$ 20,000	\$ 4,326	\$ 5,000	\$ 9,326	\$ 20,000
Operating Supplies	\$ 1,000	\$ -	\$ 250	\$ 250	\$ 1,000
Irrigation Repairs	\$ 12,000	\$ 15,009	\$ 3,000	\$ 18,009	\$ 20,000
Signage	\$ 800	\$ -	\$ 200	\$ 200	\$ 800
Fountain Maintenance	\$ 10,710	\$ 5,625	\$ 1,725	\$ 7,350	\$ 10,710
Wetland Maintenance	\$ 10,000	\$ 7,900	\$ 2,100	\$ 10,000	\$ 10,000
Subtotal	\$ 164,303	\$ 102,260	\$ 49,525	\$ 151,785	\$ 173,898
Utility					
Electric	\$ 5,280	\$ 2,069	\$ 3,211	\$ 5,280	\$ 5,808
Irrigation & Water	\$ 150,000	\$ 257,387	\$ 145,796	\$ 403,182	\$ 405,900
Other					
Contingency	\$ 10,500	\$ 3,490	\$ 2,625	\$ 6,115	\$ 10,500
Subtotal	\$ 165,780	\$ 262,946	\$ 151,632	\$ 414,577	\$ 422,208
Total Operations & Maintenance:	\$ 330,083	\$ 365,206	\$ 201,156	\$ 566,362	\$ 596,106
<i>Other Expenditures</i>					
Transfer Out - Capital Reserve	\$ 8,093	\$ -	\$ 8,093	\$ 8,093	\$ 25,000
Total Other Expenditures	\$ 8,093	\$ -	\$ 8,093	\$ 8,093	\$ 25,000
Total Expenditures	\$ 444,642	\$ 430,636	\$ 234,801	\$ 665,438	\$ 731,873
Excess Revenues/(Expenditures)	\$ -	\$ 18,280	\$ (234,801)	\$ (216,522)	\$ -
Fund Balance - Beginning	\$ -	\$ 252,309	\$ -	\$ 252,309	\$ -
Fund Balance - Ending	\$ -	\$ 270,589	\$ (234,801)	\$ 35,788	\$ -

	FY2024	FY2025
Net Assessments	\$ 444,642	\$ 731,873
Add: Discounts & Collection	\$ 28,381	\$ 46,715
Gross Assessments	<u>\$ 473,023</u>	<u>\$ 778,589</u>

FISCAL YEAR 2025

Product Type	Per Unit Net O&M Assessment	Per Unit Gross O&M Assessment
Townhome - 25'	\$ 1,023	\$ 1,088
Single Family 40'	\$ 1,091	\$ 1,161
Single Family 50'	\$ 1,364	\$ 1,451

GROSS PER UNIT ASSESSMENT COMPARISON CHART

Product Type	No. of Units	FY2024	FY2025	Increase/ (Decrease)
		Gross Per Unit Assessments	Gross Per Unit Assessments	
Townhome - 25'	148	\$ 661	\$ 1,088	\$ 427
Single Family 40'	192	\$ 705	\$ 1,161	\$ 456
Single Family 50'	272	\$ 882	\$ 1,451	\$ 569

Windsor at Westside
Community Development District
GENERAL FUND BUDGET

REVENUES:

O&M Assessments

The District will levy a non-ad valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the fiscal year.

EXPENDITURES:

Administrative:

Supervisor Fees

The Florida Statutes allows each board member to receive \$200 per meeting not to exceed \$4,800 in one year. The amount for the fiscal year is based upon 3 supervisors attending 12 meetings.

FICA Expense

Represents the Employer's share of Social Security and Medicare taxes withheld from Board of Supervisors checks.

Engineering

The District's engineer, Osceola Engineering, Inc. provides general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices, etc.

Attorney

The District's legal counsel, Kutak Rock, LLP, provides general legal services to the District, e.g. attendance and preparation for monthly meetings, preparation and review of agreements, resolutions, etc.

Arbitrage

The District will contract with AMTEC, an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on the Series 2015 & Series 2016 Special Assessment Bonds.

Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues. The District has contracted with Governmental Management Services-Central Florida, LLC for this service.

Windsor at Westside

Community Development District

GENERAL FUND BUDGET

Annual Audit

The District is required by Florida Statutes to arrange for an independent audit of its financial records by an Independent Certified Public Accounting Firm. The District has contracted with Grau & Associates for this service.

Trustee Fees

The District issued Series 2015 Special Assessment Bonds and the Series 2016 Special Assessment Bonds that are deposited with a Trustee at Regions Bank.

Assessment Administration

The District will contract to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-Central Florida, LLC. The services include but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reporting, annual audits, etc.

Information Technology

Represents various cost of information technology for the District such as video conferencing, cloud storage and servers, positive pay implementation and programming for fraud protection, accounting software, tablets for meetings, Adobe, Microsoft Office, etc. Governmental Management Services – Central Florida, LLC provides these systems.

Website Maintenance

Represents the costs associated with maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc. Governmental Management Services – Central Florida, LLC provides these services.

Postage

The District incurs charges for mailing of agenda packages, overnight deliveries, correspondence, etc.

Insurance

The District's general liability and public officials liability coverage is provided by Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage to governmental agencies.

Windsor at Westside
Community Development District
 GENERAL FUND BUDGET

Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes etc. Governmental Management Services – Central Florida, LLC provides these services.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, etc in a newspaper of general circulation.

Other Current Charges

Bank charges and any other miscellaneous expenses incurred during the year.

Property Appraiser

Represents a fee charged by Osceola County Property Appraiser’s office for assessment administration services.

Office Supplies

Any supplies that may need to be purchased during the fiscal year, e.g., paper, minute books, file folders, labels, paper clips, etc. Governmental Management Services – Central Florida, LLC provides these services.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Commerce for \$175. This is the only expense under this category for the District.

Operation & Maintenance:

Field Services

Provide onsite field management of contracts for the Districts such as landscape and lake maintenance. Services to include onsite inspections, meetings with contractors, attend Board meetings and receive and respond to property owner phone calls and emails.

Landscape Maintenance - Contract

The District will maintain the landscaping within the Phase I common areas of the District. The amount is based upon contract with Brightview Landscape Services, Inc.

Description	Monthly	Annually
Landscaping Maintenance	\$ 3,324.30	\$ 39,891.60
Mulch for Common Areas	\$ 1,758.75	\$ 21,105.00
		\$ 60,996.60

Windsor at Westside
Community Development District
 GENERAL FUND BUDGET

Lake Maintenance

The District will provide lake maintenance for one retention. The District has contracted with Applied Aquatic Management, Inc. for this service.

Description	Monthly	Annually
Lake Maintenance	\$ 894	\$ 10,728
Contingency		\$ 536
		\$ 11,264

Property Insurance

The District's property insurance coverage is provided by Florida Insurance Alliance (FIA) who specializes in providing insurance coverage to government agencies. FIA specializes in providing insurance coverage to governmental agencies.

Landscape Maintenance – Other

Represents estimated costs for any landscape repairs not included in landscape contract.

Repairs and Maintenance

Represents estimated costs for general repairs and maintenance to the common areas within Phase I of the District, including repairs and cleaning of walls and fencing maintained by the district.

Operating Supplies

Represents estimated cost of the purchase of operating supplies.

Irrigation Repairs

Represents estimated cost for any unforeseen repairs to the irrigation system such as replacing nozzles, rotors, line breaks, etc.

Signage

Represents estimated cost to maintain all District signs.

Fountain Maintenance

The District will provide maintenance to the fountain located within the District boundaries. Services include but are not limited to inspection reports, check and supply chemicals, clean area of debris and service three times per week. The District has contracted with Clean Basin Fount, Inc. for this service.

Description	Monthly	Annually
Fountain Maintenance	\$ 600	\$ 7,200
Quarterly Basin Cleaning		\$ 3,000
Contingency		\$ 510
		\$ 10,710

Windsor at Westside
Community Development District
 GENERAL FUND BUDGET

Wetland Maintenance

Represents estimated costs for the annual monitoring and maintenance of Phase 2 on-site wetlands and preservation areas within the District boundaries.

Description	Annually
Mitigation Maintenance	\$ 10,000
	\$ 10,000

Electric

Represents estimated cost for electric to common areas and electric used to operate irrigation meters within the District. The District currently has one account with Duke Energy.

Account #	Description	Monthly	Annually
55906 38373	9000 W Irlo Bronson Memorial Hwy Sign	\$ 375	\$ 4,500
	Contingency		\$ 1308
			\$ 5,808

Irrigation & Water

Represents estimated cost for reclaimed water utilities of the common areas within the District.

Contingency

Represents estimated cost for any expense not budgeted in other line items.

Windsor at Westside
Community Development District
Proposed Budget
Debt Service Fund Series 2015

Description	Adopted Budget FY2024	Actuals Thru 6/30/24	Projected Next 3 Months	Projected Thru 9/30/24	Proposed Budget FY2025
Revenues					
Special Assessments	\$ 276,443	\$ 279,100	\$ -	\$ 279,100	\$ 276,443
Interest Income	\$ 250	\$ 14,013	\$ 4,671	\$ 18,685	\$ 9,342
Carry Forward Surplus	\$ 263,160	\$ 264,379	\$ -	\$ 264,379	\$ 288,525
Total Revenues	\$ 539,853	\$ 557,492	\$ 4,671	\$ 562,163	\$ 574,310
Expenditures					
General & Administrative:					
Interest - 11/1	\$ 92,944	\$ 92,944	\$ -	\$ 92,944	\$ 90,694
Principal - 11/1	\$ 90,000	\$ 90,000	\$ -	\$ 90,000	\$ 90,000
Interest - 5/1	\$ 90,694	\$ 90,694	\$ -	\$ 90,694	\$ 88,444
Total Expenditures	\$ 273,638	\$ 273,638	\$ -	\$ 273,638	\$ 269,138
Excess Revenues/(Expenditures)	\$ 266,215	\$ 283,854	\$ 4,671	\$ 288,525	\$ 305,173

Principal - 11/1/2025	\$ 95,000
Interest - 11/1/2025	\$ 88,444
Total	\$ 183,444

Product Type	No. of Units	Maximum Annual Debt Service	Per Unit Net Debt Assessment	Per Unit Gross Debt Assessment
Townhome	96	\$75,260	\$784	\$834
Single Family 40'	90	\$96,952	\$1,077	\$1,146
Single Family 50'	76	\$104,231	\$1,371	\$1,459
	<u>262</u>	<u>\$276,443</u>		

Windsor at Westside
Community Development District
Series 2015 Special Assessment Bonds
Amortization Schedule

Date	Balance	Prinicpal	Interest	Total
11/01/24	\$ 3,575,000.00	\$ 90,000.00	\$ 90,693.75	\$ 269,137.50
05/01/25	\$ 3,485,000.00	\$ -	\$ 88,443.75	
11/01/25	\$ 3,485,000.00	\$ 95,000.00	\$ 88,443.75	\$ 269,512.50
05/01/26	\$ 3,390,000.00	\$ -	\$ 86,068.75	
11/01/26	\$ 3,390,000.00	\$ 100,000.00	\$ 86,068.75	\$ 269,637.50
05/01/27	\$ 3,290,000.00	\$ -	\$ 83,568.75	
11/01/27	\$ 3,290,000.00	\$ 105,000.00	\$ 83,568.75	\$ 269,512.50
05/01/28	\$ 3,185,000.00	\$ -	\$ 80,943.75	
11/01/28	\$ 3,185,000.00	\$ 110,000.00	\$ 80,943.75	\$ 269,137.50
05/01/29	\$ 3,075,000.00	\$ -	\$ 78,193.75	
11/01/29	\$ 3,075,000.00	\$ 120,000.00	\$ 78,193.75	\$ 273,387.50
05/01/30	\$ 2,955,000.00	\$ -	\$ 75,193.75	
11/01/30	\$ 2,955,000.00	\$ 125,000.00	\$ 75,193.75	\$ 272,262.50
05/01/31	\$ 2,830,000.00	\$ -	\$ 72,068.75	
11/01/31	\$ 2,830,000.00	\$ 130,000.00	\$ 72,068.75	\$ 270,887.50
05/01/32	\$ 2,700,000.00	\$ -	\$ 68,818.75	
11/01/32	\$ 2,700,000.00	\$ 135,000.00	\$ 68,818.75	\$ 269,262.50
05/01/33	\$ 2,565,000.00	\$ -	\$ 65,443.75	
11/01/33	\$ 2,565,000.00	\$ 145,000.00	\$ 65,443.75	\$ 272,262.50
05/01/34	\$ 2,420,000.00	\$ -	\$ 61,818.75	
11/01/34	\$ 2,420,000.00	\$ 150,000.00	\$ 61,818.75	\$ 269,887.50
05/01/35	\$ 2,270,000.00	\$ -	\$ 58,068.75	
11/01/35	\$ 2,270,000.00	\$ 160,000.00	\$ 58,068.75	\$ 272,137.50
05/01/36	\$ 2,110,000.00	\$ -	\$ 54,068.75	
11/01/36	\$ 2,110,000.00	\$ 165,000.00	\$ 54,068.75	\$ 268,909.38
05/01/37	\$ 1,945,000.00	\$ -	\$ 49,840.63	
11/01/37	\$ 1,945,000.00	\$ 175,000.00	\$ 49,840.63	\$ 270,196.88
05/01/38	\$ 1,770,000.00	\$ -	\$ 45,356.25	
11/01/38	\$ 1,770,000.00	\$ 185,000.00	\$ 45,356.25	\$ 270,971.88
05/01/39	\$ 1,585,000.00	\$ -	\$ 40,615.63	
11/01/39	\$ 1,585,000.00	\$ 195,000.00	\$ 40,615.63	\$ 271,234.38
05/01/40	\$ 1,390,000.00	\$ -	\$ 35,618.75	
11/01/40	\$ 1,390,000.00	\$ 205,000.00	\$ 35,618.75	\$ 270,984.38
05/01/41	\$ 1,185,000.00	\$ -	\$ 30,365.63	
11/01/41	\$ 1,185,000.00	\$ 215,000.00	\$ 30,365.63	\$ 270,221.88
05/01/42	\$ 970,000.00	\$ -	\$ 24,856.25	
11/01/42	\$ 970,000.00	\$ 225,000.00	\$ 24,856.25	\$ 268,946.88
05/01/43	\$ 745,000.00	\$ -	\$ 19,090.63	
11/01/43	\$ 745,000.00	\$ 235,000.00	\$ 19,090.63	\$ 267,159.38
05/01/44	\$ 510,000.00	\$ -	\$ 13,068.75	
11/01/44	\$ 510,000.00	\$ 250,000.00	\$ 13,068.75	\$ 269,731.25
05/01/45	\$ 260,000.00	\$ -	\$ 6,662.50	
11/01/45	\$ 260,000.00	\$ 260,000.00	\$ 6,662.50	\$ 266,662.50
		\$ 3,575,000.00	\$ 2,367,043.75	\$ 5,942,043.75

Windsor at Westside
Community Development District
Proposed Budget
Debt Service Fund Series 2016

Description	Adopted Budget FY2024	Actuals Thru 6/30/24	Projected Next 3 Months	Projected Thru 9/30/24	Proposed Budget FY2025
Revenues					
Assessments	\$ 419,451	\$ 423,482	\$ -	\$ 423,482	\$ 419,451
Interest	\$ 250	\$ 19,991	\$ 6,664	\$ 26,655	\$ 13,327
Carry Forward Surplus	\$ 359,598	\$ 370,555	\$ -	\$ 370,555	\$ 405,404
Total Revenues	\$ 779,298	\$ 814,028	\$ 6,664	\$ 820,692	\$ 838,182
Expenditures					
General & Administrative:					
Interest - 11/1	\$ 139,088	\$ 139,088	\$ -	\$ 139,088	\$ 136,200
Principal - 11/1	\$ 140,000	\$ 140,000	\$ -	\$ 140,000	\$ 145,000
Interest - 5/1	\$ 136,200	\$ 136,200	\$ -	\$ 136,200	\$ 133,209
Total Expenditures	\$ 415,288	\$ 415,288	\$ -	\$ 415,288	\$ 414,409
Excess Revenues/(Expenditures)	\$ 364,011	\$ 398,740	\$ 6,664	\$ 405,404	\$ 423,773

Principal - 11/1/2025	\$	133,209
Interest - 11/1/2025	\$	150,000
Total	\$	<u>283,209</u>

Product Type	No. of Units	Maximum Annual Debt Service	Per Unit Net Debt Assessment	Per Unit Gross Debt Assessment
Townhome	52	\$40,766	\$784	\$834
Single Family 40'	102	\$109,878	\$1,077	\$1,146
Single Family 50'	196	\$268,806	\$1,371	\$1,459
	<u>350</u>	<u>\$419,451</u>		

Windsor at Westside
Community Development District
Series 2016 Special Assessment Bonds
Amortization Schedule

Date	Balance	Principal	Interest	Total
11/01/24	\$ 5,660,000.00	\$ 145,000.00	\$ 136,200.00	\$ 414,409.38
05/01/25	\$ 5,515,000.00	\$ -	\$ 133,209.38	
11/01/25	\$ 5,515,000.00	\$ 150,000.00	\$ 133,209.38	\$ 413,325.00
05/01/26	\$ 5,365,000.00	\$ -	\$ 130,115.63	
11/01/26	\$ 5,365,000.00	\$ 155,000.00	\$ 130,115.63	\$ 412,034.38
05/01/27	\$ 5,210,000.00	\$ -	\$ 126,918.75	
11/01/27	\$ 5,050,000.00	\$ 160,000.00	\$ 126,918.75	\$ 410,537.50
05/01/28	\$ 5,050,000.00	\$ -	\$ 123,618.75	
11/01/28	\$ 5,050,000.00	\$ 170,000.00	\$ 123,618.75	\$ 413,200.00
05/01/29	\$ 4,880,000.00	\$ -	\$ 119,581.25	
11/01/29	\$ 4,880,000.00	\$ 175,000.00	\$ 119,581.25	\$ 410,006.25
05/01/30	\$ 4,705,000.00	\$ -	\$ 115,425.00	
11/01/30	\$ 4,705,000.00	\$ 185,000.00	\$ 115,425.00	\$ 411,456.25
05/01/31	\$ 4,520,000.00	\$ -	\$ 111,031.25	
11/01/31	\$ 4,520,000.00	\$ 195,000.00	\$ 111,031.25	\$ 412,431.25
05/01/32	\$ 4,325,000.00	\$ -	\$ 106,400.00	
11/01/32	\$ 4,325,000.00	\$ 205,000.00	\$ 106,400.00	\$ 412,931.25
05/01/33	\$ 4,120,000.00	\$ -	\$ 101,531.25	
11/01/33	\$ 4,120,000.00	\$ 215,000.00	\$ 101,531.25	\$ 412,956.25
05/01/34	\$ 3,905,000.00	\$ -	\$ 96,425.00	
11/01/34	\$ 3,905,000.00	\$ 225,000.00	\$ 96,425.00	\$ 412,506.25
05/01/35	\$ 3,680,000.00	\$ -	\$ 91,081.25	
11/01/35	\$ 3,680,000.00	\$ 235,000.00	\$ 91,081.25	\$ 411,581.25
05/01/36	\$ 3,445,000.00	\$ -	\$ 85,500.00	
11/01/36	\$ 3,445,000.00	\$ 245,000.00	\$ 85,500.00	\$ 410,181.25
05/01/37	\$ 3,200,000.00	\$ -	\$ 79,681.25	
11/01/37	\$ 3,200,000.00	\$ 255,000.00	\$ 79,681.25	\$ 408,306.25
05/01/38	\$ 2,945,000.00	\$ -	\$ 73,625.00	
11/01/38	\$ 2,945,000.00	\$ 265,000.00	\$ 73,625.00	\$ 405,625.00
05/01/39	\$ 2,680,000.00	\$ -	\$ 67,000.00	
11/01/39	\$ 2,680,000.00	\$ 280,000.00	\$ 67,000.00	\$ 407,000.00
05/01/40	\$ 2,400,000.00	\$ -	\$ 60,000.00	
11/01/40	\$ 2,400,000.00	\$ 295,000.00	\$ 60,000.00	\$ 407,625.00
05/01/41	\$ 2,105,000.00	\$ -	\$ 52,625.00	
11/01/41	\$ 2,105,000.00	\$ 310,000.00	\$ 52,625.00	\$ 407,500.00
05/01/42	\$ 1,795,000.00	\$ -	\$ 44,875.00	
11/01/42	\$ 1,795,000.00	\$ 325,000.00	\$ 44,875.00	\$ 406,625.00
05/01/43	\$ 1,470,000.00	\$ -	\$ 36,750.00	
11/01/43	\$ 1,470,000.00	\$ 340,000.00	\$ 36,750.00	\$ 405,000.00
05/01/44	\$ 1,130,000.00	\$ -	\$ 28,250.00	
11/01/44	\$ 1,130,000.00	\$ 360,000.00	\$ 28,250.00	\$ 407,500.00
05/01/45	\$ 770,000.00	\$ -	\$ 19,250.00	
11/01/45	\$ 770,000.00	\$ 375,000.00	\$ 19,250.00	\$ 404,125.00
05/01/46	\$ 395,000.00	\$ -	\$ 9,875.00	
11/01/46	\$ 395,000.00	\$ 395,000.00	\$ 9,875.00	\$ 404,875.00
		\$ 5,660,000.00	\$ 3,761,737.50	\$ 9,421,737.50

Windsor at Westside
Community Development District
Proposed Budget
Capital Reserves Fund

Description	Adopted Budget FY2024	Actuals Thru 6/30/24	Projected Next 3 Months	Projected Thru 9/30/24	Proposed Budget FY2025
Revenues					
Interest	\$ -	\$ -	\$ -	\$ -	\$ -
Carry Forward Surplus	\$ 158,570	\$ -	\$ -	\$ -	\$ 8,093
Total Revenues	\$ 158,570	\$ -	\$ -	\$ -	\$ 8,093
Expenditures					
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -
Other Financing Sources/(Uses)					
Transfer In (Out)	\$ 8,093	\$ -	\$ 8,093	\$ 8,093	\$ 25,000
Total Other Financing Sources/(Uses)	\$ 8,093	\$ -	\$ 8,093	\$ 8,093	\$ 25,000
Excess Revenues/(Expenditures)	\$ 166,663	\$ -	\$ 8,093	\$ 8,093	\$ 33,093

SECTION B

RESOLUTION 2024-04
[FY 2025 ASSESSMENT RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WINDSOR AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR FUNDING FOR THE FY 2025 ADOPTED BUDGET(S); PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Windsor at Westside Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District, located in Osceola County, Florida ("**County**"); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, for the fiscal year beginning October 1, 2024, and ending September 30, 2025 ("**FY 2025**"), the Board of Supervisors ("**Board**") of the District has determined to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**"), attached hereto as **Exhibit A**; and

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the District may fund the Adopted Budget through the levy and imposition of special assessments on benefitted lands within the District and, regardless of the imposition method utilized by the District, under Florida law the District may collect such assessments by direct bill, tax roll, or in accordance with other collection measures provided by law; and

WHEREAS, in order to fund the District's Adopted Budget, the District's Board now desires to adopt this Resolution setting forth the means by which the District intends to fund its Adopted Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WINDSOR AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT:

1. **FUNDING.** The District's Board hereby authorizes the funding mechanisms for the Adopted Budget as provided further herein and as indicated in the Adopted Budget attached hereto as **Exhibit A** and the assessment roll attached hereto as **Exhibit B ("Assessment Roll")**.

2. **OPERATIONS AND MAINTENANCE ASSESSMENTS.**

a. **Benefit Findings.** The provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibit A** and **Exhibit B** and is hereby found to be fair and reasonable.

7. **EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 9th day of August 2024.

ATTEST:

**WINDSOR AT WESTSIDE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

By: _____

Its: _____

Exhibit A: Budget

Exhibit B: Assessment Roll

Parcel ID	Units	Type	FY 25 O&M	2015 Debt	2016 Debt	Total
18-25-27-5591-0001-3480	1	Single Family 50'	\$1,457.01		\$1,459.00	\$2,916.01
18-25-27-5591-0001-3490	1	Single Family 50'	\$1,457.01		\$1,459.00	\$2,916.01
18-25-27-5591-0001-3500	1	Single Family 50'	\$1,457.01		\$1,459.00	\$2,916.01
Total Gross Assessments	612		\$781,832.32	\$294,088.00	\$446,224.00	\$1,522,144.32
Total Net Assessments			\$734,922.38	\$276,442.72	\$419,450.56	\$1,430,815.66

SECTION V

**WINDSOR AT WESTSIDE
COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2023**

**WINDSOR AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA**

TABLE OF CONTENTS

	<u>Page</u>
INDEPENDENT AUDITOR'S REPORT	1-2
MANAGEMENT'S DISCUSSION AND ANALYSIS	3-6
BASIC FINANCIAL STATEMENTS	
Government-Wide Financial Statements:	
Statement of Net Position	7
Statement of Activities	8
Fund Financial Statements:	
Balance Sheet – Governmental Funds	9
Reconciliation of the Balance Sheet – Governmental Funds to the Statement of Net Position	10
Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds	11
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities	12
Notes to Financial Statements	13-20
REQUIRED SUPPLEMENTARY INFORMATION	
Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – General Fund	21
Notes to Required Supplementary Information	22
OTHER INFORMATION	
Data Elements Required by Florida Statute 218.39(3)(c)	23
INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH <i>GOVERNMENT AUDITING STANDARDS</i>	24-25
INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA	26
MANAGEMENT LETTER REQUIRED BY CHAPTER 10.550 OF THE RULES OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA	27-28



INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Windsor at Westside Community Development District
Osceola County, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of Windsor at Westside Community Development District, Osceola County, Florida ("District") as of and for the fiscal year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2023, and the respective changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information Included in the Financial Report

Management is responsible for the other information included in the financial report. The other information comprises the information for compliance with FL Statute 218.39 (3) (c) but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated May 6, 2024, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

May 6, 2024

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Windsor at Westside Community Development District, Osceola County, Florida ("District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2023. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

FINANCIAL HIGHLIGHTS

- The liabilities of the District exceeded its assets at the close of the most recent fiscal year resulting in a net position deficit balance of (\$5,548,621).
- The change in the District's total net position in comparison with the prior fiscal year was \$199,482, an increase. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2023, the District's governmental funds reported combined ending fund balances of \$1,239,447, an increase of \$107,074 in comparison with the prior fiscal year. The total fund balance is restricted for debt service, non-spendable for prepaid items, and the remainder is unassigned fund balance which is available for spending at the District's discretion.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as the introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by assessments. The District does not have any business-type activities. The governmental activities of the District include the general government (management) and maintenance functions.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains two governmental funds. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund and debt service fund, both of which are major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, liabilities exceeded assets at the close of the fiscal year.

Key components of the District's net position are reflected in the following table:

	NET POSITION	
	SEPTEMBER 30,	
	2023	2022
Current and other assets	\$ 1,252,499	\$ 1,136,027
Capital assets, net of depreciation	2,846,423	2,971,529
Total assets	4,098,922	4,107,556
Current liabilities	206,412	200,665
Long-term liabilities	9,441,131	9,654,994
Total liabilities	9,647,543	9,855,659
Net position		
Net investment in capital assets	(6,594,708)	(6,683,465)
Restricted	793,778	733,779
Unrestricted	252,309	201,583
Total net position	\$ (5,548,621)	\$ (5,748,103)

The District's net position reflects its investment in capital assets (e.g. land, land improvements, and infrastructure) less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to residents; consequently, these assets are not available for future spending. Although the District's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The restricted portion of the District's net position represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position may be used to meet the District's other obligations.

The District's net position increased during the most recent fiscal year. The majority of the increase represents the extent to which ongoing program revenues exceeded the cost of operations and depreciation.

Key elements of the change in net position are reflected in the following table:

CHANGES IN NET POSITION		
FOR THE FISCAL YEAR ENDED SEPTEMBER 30,		
Revenues:	2023	2022
Program revenues		
Charges for services	\$ 1,159,022	\$ 911,663
Operating grants and contributions	32,620	3,881
Total revenues	<u>1,191,642</u>	<u>915,544</u>
Expenses:		
General government	87,621	83,806
Maintenance and operations	438,609	217,534
Interest	465,930	474,659
Total expenses	<u>992,160</u>	<u>775,999</u>
Change in net position	<u>199,482</u>	<u>139,545</u>
Net position - beginning	<u>(5,748,103)</u>	<u>(5,887,648)</u>
Net position - ending	<u>\$ (5,548,621)</u>	<u>\$ (5,748,103)</u>

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2023 was \$992,160. The costs of the District's activities were funded by program revenues. Program revenues were comprised primarily of assessments and investment earnings. In total, expenses increased from the prior year due to additional maintenance costs.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2023.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At September 30, 2023, the District had \$3,518,867 invested in capital assets for its governmental activities. In the government-wide financial statements depreciation of \$672,444 has been taken, which resulted in a net book value of \$2,846,423. More detailed information about the District's capital assets is presented in the notes of the financial statements.

Capital Debt

At September 30, 2023, the District had \$9,465,000 Bonds outstanding for its governmental activities. More detailed information about the District's capital debt is presented in the notes of the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND OTHER EVENTS

The District does not anticipate any major projects or significant changes to its infrastructure maintenance program for the subsequent fiscal year. In addition, it is anticipated that the general operations of the District will remain fairly constant.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, land owners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the Windsor at Westside Community Development District's Finance Department at 219 E. Livingston Street, Orlando, FL 32801.

**WINDSOR AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2023**

	Governmental Activities
ASSETS	
Cash	\$ 251,375
Assessments receivable	9,348
Prepays and other assets	10,342
Restricted assets:	
Investments	981,434
Capital assets:	
Depreciable, net	2,846,423
Total assets	4,098,922
 LIABILITIES	
Accounts payable	13,052
Accrued interest payable	193,360
Non-current liabilities:	
Due within one year	230,000
Due in more than one year	9,211,131
Total liabilities	9,647,543
 NET POSITION	
Net investment in capital assets	(6,594,708)
Restricted for debt service	793,778
Unrestricted	252,309
Total net position	\$ (5,548,621)

See notes to the financial statements

**WINDSOR AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023**

<u>Functions/Programs</u>	Program Revenues			Net (Expense) Revenue and Changes in Net Position
Expenses	Charges for Services	Operating Grants and Contributions	Governmental Activities	
Primary government:				
Governmental activities:				
General government	\$ 87,621	\$ 87,621	\$ -	\$ -
Maintenance and operations	438,609	364,229	-	(74,380)
Interest on long-term debt	465,930	707,172	32,620	273,862
Total governmental activities	992,160	1,159,022	32,620	199,482
		Change in net position		199,482
		Net position - beginning		(5,748,103)
		Net position - ending		\$ (5,548,621)

See notes to the financial statements

**WINDSOR AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2023**

	Major Funds		Total Governmental Funds
	General	Debt Service	
ASSETS			
Cash	\$ 251,375	\$ -	\$ 251,375
Investments	-	981,434	981,434
Assessments receivable	3,644	5,704	9,348
Prepaid items	10,342	-	10,342
Total assets	\$ 265,361	\$ 987,138	\$ 1,252,499
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable	\$ 13,052	\$ -	\$ 13,052
Total liabilities	13,052	-	13,052
Fund balances:			
Nonspendable:			
Prepaid items	10,342	-	10,342
Restricted for:			
Debt service	-	987,138	987,138
Unassigned	241,967	-	241,967
Total fund balances	252,309	987,138	1,239,447
Total liabilities and fund balances	\$ 265,361	\$ 987,138	\$ 1,252,499

See notes to the financial statements

**WINDSOR AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2023**

Fund balance - governmental funds	\$	1,239,447
<p>Amounts reported for governmental activities in the statement of net position are different because:</p>		
<p>Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets in the net position of the government as a whole.</p>		
Cost of capital assets	3,518,867	
Accumulated depreciation	(672,444)	2,846,423
<p>Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.</p>		
Accrued interest payable		(193,360)
Bonds payable		(9,441,131)
Net position of governmental activities	\$	(5,548,621)

See notes to the financial statements

**WINDSOR AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023**

	Major Funds		Total Governmental Funds
	General	Debt Service	
REVENUES			
Assessments	\$ 451,850	\$ 707,172	\$ 1,159,022
Interest	-	32,620	32,620
Total revenues	451,850	739,792	1,191,642
EXPENDITURES			
Current:			
General government	87,621	-	87,621
Maintenance and operations	313,503	-	313,503
Debt service:			
Principal	-	215,000	215,000
Interest	-	468,444	468,444
Total expenditures	401,124	683,444	1,084,568
Excess (deficiency) of revenues over (under) expenditures	50,726	56,348	107,074
Fund balances - beginning	201,583	930,790	1,132,373
Fund balances - ending	\$ 252,309	\$ 987,138	\$ 1,239,447

See notes to the financial statements

**WINDSOR AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023**

Net change in fund balances - total governmental funds	\$	107,074
Amounts reported for governmental activities in the statement of activities are different because:		
Depreciation on capital assets is not recognized in the governmental fund statement but is reported as an expense in the statement of activities.		(125,106)
The change in accrued interest on long-term liabilities between the current and prior fiscal year is recorded in the statement of activities but not in the fund financial statements.		3,651
Amortization of Bond discounts/premiums is not recognized in the governmental fund financial statements, but is reported as an expense in the statement of activities.		(1,137)
Repayment of long-term liabilities are reported as expenditures in the governmental fund statement but such repayments reduce liabilities in the statement of net position and are eliminated in the statement of activities.		<u>215,000</u>
Change in net position of governmental activities	\$	<u><u>199,482</u></u>

See notes to the financial statements

**WINDSOR AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY

Windsor at Westside Community Development District ("District") was established on October 22, 2014 by the Board of County Commissioners of Osceola County, Osceola County Ordinance 2014-156, pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides, among other things, the power to manage basic services for community development and to levy and assess non-ad valorem assessments for the financing and maintenance of improvements.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected on an at-large basis by the owners of the property within the District. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes.

The Board has the responsibility for:

1. Allocating and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District Board of Supervisors is considered to be financially accountable, and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment. Operating-type special assessments for maintenance and debt service are treated as charges for services; and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Assessments

Assessments are non-ad valorem assessments on benefited property within the District. Operating and maintenance assessments are based upon the adopted budget and levied annually at a public hearing of the District. Debt service assessments are levied when Bonds are issued and assessed and collected on an annual basis. The District may collect assessments directly or utilize the uniform method of collection under Florida Statutes. Direct collected assessments are due as determined by annual assessment resolution adopted by the Board of Supervisors. Assessments collected under the uniform method are mailed by the County Tax Collector on November 1 and due on or before March 31 of each year. Property owners may prepay a portion or all of the debt service assessments on their property subject to various provisions in the Bond documents.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental funds:

General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

Debt Service Fund

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest on long-term debt.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

Assets, Liabilities and Net Position or Equity

Restricted Assets

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Deposits and Investments

The District's cash and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due. In addition, surplus funds may be deposited into certificates of deposit which are insured and any unspent Bond proceeds are required to be held in investments as specified in the Bond Indenture.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Capital Assets

Capital assets which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

<u>Asset</u>	<u>Life</u>
Stormwater system	30
Landscaping enhancements	20

In the governmental fund financial statements, amounts incurred for the acquisition of capital assets are reported as fund expenditures. Depreciation expense is not reported in the governmental fund financial statements.

Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Other Disclosures

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 3 – BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for all governmental funds. All annual appropriations lapse at fiscal year-end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) Public hearing(s) are conducted to obtain comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board, unless otherwise delegated by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriation for annually budgeted funds lapse at the end of the year.

NOTE 4 – DEPOSITS AND INVESTMENTS

Deposits

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

Investments

The District's investments were held as follows at September 30, 2023:

	<u>Amortized Cost</u>	<u>Credit Risk</u>	<u>Maturities</u>
Fidelity Government Portfolio	\$ 981,434	S&P AAAm	Weighted average of the fund portfolio: 29 days
Total Investments	<u>\$ 981,434</u>		

Credit risk – For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

Concentration risk – The District places no limit on the amount the District may invest in any one issuer.

Interest rate risk – The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)

Investments (Continued)

However, the Bond Indenture limits the type of investments held using unspent proceeds.

Fair Value Measurement – When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- *Level 1:* Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- *Level 2:* Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- *Level 3:* Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. Accordingly, the District's investments have been reported at amortized cost above.

NOTE 5 – CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2023 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
<u>Governmental activities</u>				
Capital assets, being depreciated				
Stormwater system	\$ 3,050,254	\$ -	\$ -	\$ 3,050,254
Landscaping enhancements	468,613	-	-	468,613
Total capital assets, being depreciated	3,518,867	-	-	3,518,867
Less accumulated depreciation for:				
Stormwater system	441,898	101,675	-	543,573
Landscaping enhancements	105,440	23,431	-	128,871
Total accumulated depreciation	547,338	125,106	-	672,444
Total capital assets, being depreciated, net	2,971,529	(125,106)	-	2,846,423
Governmental activities capital assets	\$ 2,971,529	\$ (125,106)	\$ -	\$ 2,846,423

Depreciation expense was charged to the maintenance and operations function.

NOTE 6 – LONG-TERM LIABILITIES

Series 2015

On June 1, 2015, the District issued \$4,190,000 of Special Assessment Bonds, Series 2015 consisting of \$525,000 Term Bonds due on November 1, 2022 with a fixed interest rate of 4%, \$1,555,000 Term Bonds due on November 1, 2035 with a fixed interest rate of 5% and \$2,110,000 Term Bonds due on November 1, 2045 with a fixed interest rate of 5.125%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially commencing November 1, 2016 through November 1, 2045.

The Series 2015 Bonds are subject to redemption at the option of the District prior to their maturity. The Bonds are subject to extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District was in compliance with the requirements at September 30, 2023.

Series 2016

On April 27, 2016 the District issued \$6,535,000 of Special Assessment Bonds, Series 2016 consisting of \$470,000 Term Bonds due on November 1, 2020 with a fixed interest rate of 3.50%, \$1,005,000 Term Bonds due on November 1, 2027 with a fixed interest rate of 4.125%, \$2,105,000 Term Bonds due on November 1, 2037 with a fixed interest rate of 4.750%, and \$2,955,000 Term Bonds due on November 1, 2046 with a fixed interest rate of 5%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially commencing November 1, 2017 through November 1, 2046.

The Series 2016 Bonds are subject to redemption at the option of the District prior to their maturity. The Bonds are subject to extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District was in compliance with the requirements at September 30, 2023.

Long-term Debt Activity

Changes in long-term liability activity for the fiscal year ended September 30, 2023 were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Bonds payable:					
Series 2015	\$ 3,750,000	\$ -	\$ 85,000	\$ 3,665,000	\$ 90,000
Less original issue discount	25,006	-	1,137	23,869	-
Series 2016	5,930,000	-	130,000	5,800,000	140,000
Total	<u>\$ 9,654,994</u>	<u>\$ -</u>	<u>\$ 213,863</u>	<u>\$ 9,441,131</u>	<u>\$ 230,000</u>

NOTE 6 – LONG-TERM LIABILITIES (Continued)

Long-term Debt Activity (Continued)

At September 30, 2023, the scheduled debt service requirements on the long-term debt were as follows:

Year ending September 30:	Governmental Activities		
	Principal	Interest	Total
2024	\$ 230,000	\$ 458,926	\$ 688,926
2025	235,000	448,547	683,547
2026	245,000	437,838	682,838
2027	255,000	426,672	681,672
2028	265,000	415,051	680,051
2029-2033	1,550,000	1,864,965	3,414,965
2034-2038	1,970,000	1,438,927	3,408,927
2039-2043	2,500,000	886,736	3,386,736
2044-2047	2,215,000	210,055	2,425,055
Total	\$ 9,465,000	\$ 6,587,717	\$ 16,052,717

NOTE 7 – MANAGEMENT COMPANY

The District has contracted with a management company to perform management advisory services, which include financial and accounting services. Certain employees of the management company also serve as officers of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, computer and other administrative costs.

NOTE 8 – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. There were no settled claims over the past three years.

**WINDSOR AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023**

	Budgeted Amounts		Actual Amounts		Variance with Final Budget - Positive (Negative)
	Original & Final				
REVENUES					
Assessments	\$ 444,642		\$ 451,850		\$ 7,208
Total revenues	444,642		451,850		7,208
EXPENDITURES					
Current:					
General government	103,520		87,621		15,899
Maintenance and operations	341,122		313,503		27,619
Total expenditures	444,642		401,124		43,518
Excess (deficiency) of revenues over (under) expenditures	\$ -		50,726		\$ 50,726
Fund balance - beginning			201,583		
Fund balance - ending			\$ 252,309		

See notes to required supplementary information

**WINDSOR AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2023.

**WINDSOR AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
OTHER INFORMATION – DATA ELEMENTS
REQUIRED BY FLORIDA STATUTE 218.39(3)(C)
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023
UNAUDITED**

Element	Comments
Number of District employees compensated in the last pay period of the District's fiscal year being reported.	0
Number of independent contractors compensated to whom nonemployee compensation was paid in the last month of the District's fiscal year being reported.	5
Employee compensation	2,600
Independent contractor compensation	\$397,745.87
Construction projects to begin on or after October 1; (>\$65K)	Not applicable
Budget variance report	See the Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund
Ad Valorem taxes;	Not applicable
Non ad valorem special assessments;	
Special assessment rate	Operations and maintenance - \$661.14 - \$881.52
	Debt service - Series 2015 & 2016 - \$834 - \$1,549
Special assessments collected	\$1,159,022
Outstanding Bonds:	see Note 6 for details



INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Supervisors
Windsor at Westside Community Development District
Osceola County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Windsor at Westside Community Development District, Osceola County, Florida ("District") as of and for the fiscal year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated May 6, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

May 6, 2024



**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors
Windsor at Westside Community Development District
Osceola County, Florida

We have examined Windsor at Westside Community Development District, Osceola County, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2023. Management is responsible for District's compliance with those requirements. Our responsibility is to express an opinion on District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2023.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Windsor at Westside Community Development District, Osceola County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

May 6, 2024



**MANAGEMENT LETTER PURSUANT TO THE RULES OF
THE AUDITOR GENERAL FOR THE STATE OF FLORIDA**

To the Board of Supervisors
Windsor at Westside Community Development District
Osceola County, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of Windsor at Westside Community Development District, Osceola County, Florida ("District") as of and for the fiscal year ended September 30, 2023, and have issued our report thereon dated May 6, 2024.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated May 6, 2024, should be considered in conjunction with this management letter.

Purpose of this Letter

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General for the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. Current year findings and recommendations.**
- II. Status of prior year findings and recommendations.**
- III. Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Windsor at Westside Community Development District, Osceola County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Windsor at Westside Community Development District, Osceola County, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

May 6, 2024

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

None

III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2022.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2023.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2023.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.

5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.

6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2023. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

7. Management has provided the specific information required by Section 218.39(3)(c) in the Other Information section of the financial statements on page 23.

SECTION VI

SECTION C

SECTION 1

Windsor at Westside

Community Development District

Summary of Invoices

April 18, 2024 through July 26, 2024

Fund	Date	Check No.'s	Amount
General Fund			
	4/24/24	756-758	\$ 2,219.00
	5/1/24	759-760	\$ 5,977.05
	5/8/24	761	\$ 4,100.00
	5/15/24	762	\$ 5,461.52
	5/23/24	763	\$ 894.00
	5/30/24	764	\$ 271.00
	6/6/24	765-766	\$ 10,986.21
	6/14/24	767-768	\$ 6,069.15
	6/27/24	769-770	\$ 3,402.12
	7/9/24	771	\$ 5,083.05
	7/11/24	772-773	\$ 6,262.21
	7/18/24	774-775	\$ 1,469.00
	7/23/24	776-777	\$ 1,998.07
			<hr/>
			\$ 54,192.38
	<u>Supervisor Fees - June 2024</u>		
	Thomas Franklin	50025	\$ 184.70
	Atlee Mercer	50026	\$ 184.70
	Duane S Owen	50027	\$ 200.00
	Scott D Stewart	50028	\$ 184.70
			<hr/>
			\$ 754.10
Total			<hr/> \$ 54,946.48

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
4/24/24	00015	3/31/24	218606	202403	320-53800-46200		LAKE MAINTENANCE MAR24 APPLIED AQUATIC MANAGEMENT, INC	*	894.00	894.00	000756
4/24/24	00036	4/10/24	10747	202404	320-53800-46700		FOUNTAIN MAINT APR24 LEXINGTON POOL AND MAINTENANCE, LLC	*	575.00	575.00	000757
4/24/24	00032	2/29/24	8074B	202402	320-53800-46700		CLEAN BASIN FOUNT-FEB24 SITEX AQUATICS LLC	*	750.00	750.00	000758
5/01/24	00015	4/15/24	218993	202404	320-53800-46200		LAKE MAINTENANCE APR24 APPLIED AQUATIC MANAGEMENT, INC	*	894.00	894.00	000759
5/01/24	00031	5/01/24	8879096	202405	320-53800-46400		LANDSCAPE MAINT MAY24 BRIGHTVIEW LANDSCAPE SERVICES, INC.	*	5,083.05	5,083.05	000760
5/08/24	00008	2/05/24	25207	202402	310-51300-32200		AUDIT FYE 09/30/2023 GRAU & ASSOCIATES	*	4,100.00	4,100.00	000761
5/15/24	00001	5/01/24	233	202405	310-51300-34000		MANAGEMENT FEES MAY24	*	3,653.75		
		5/01/24	233	202405	310-51300-35200		WEBSITE ADMIN MAY24	*	88.33		
		5/01/24	233	202405	310-51300-35100		INFORMATION TECH MAY24	*	159.00		
		5/01/24	233	202405	310-51300-31300		DISSEMINATION SVCS MAY24	*	583.33		
		5/01/24	233	202405	310-51300-51000		OFFICE SUPPLIES MAY24	*	.18		
		5/01/24	233	202405	310-51300-42000		POSTAGE MAY24	*	37.43		
		5/01/24	234	202405	320-53800-12000		FIELD MANAGEMENT MAY24	*	939.50		
							GOVERNMENTAL MANAGEMENT SERVICES			5,461.52	000762
5/23/24	00015	5/15/24	219887	202405	320-53800-46200		LAKE MAINTENANCE MAY24 APPLIED AQUATIC MANAGEMENT, INC	*	894.00	894.00	000763
5/30/24	00029	5/28/24	3396060	202404	310-51300-31500		GENERAL COUNSEL MAR/APR24 KUTAK ROCK LLP	*	271.00	271.00	000764

WIND WINDSOR AT WES ZYAN

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
6/06/24	00031	5/17/24	8910903	202404	320	53800	46600		IRRIGATION REPAIRS APR24	*	3,528.16		
		5/28/24	8921162	202405	320	53800	46300		CONS AREA SPRAYING 2 OF 8	*	1,800.00		
		6/01/24	8918997	202406	320	53800	46400		LANDSCAPE MAINT JUN24	*	5,083.05		
BRIGHTVIEW LANDSCAPE SERVICES, INC.												10,411.21	000765
6/06/24	00036	5/01/24	11913	202405	320	53800	46700		FOUNTAIN MAINT MAY24	*	575.00		
LEXINGTON POOL AND MAINTENANCE, LLC												575.00	000766
6/14/24	00001	6/01/24	235	202406	310	51300	34000		MANAGEMENT FEES JUN24	*	3,653.75		
		6/01/24	235	202406	310	51300	35200		WEBSITE ADMIN JUN24	*	88.33		
		6/01/24	235	202406	310	51300	35100		INFORMATION TECH JUN24	*	159.00		
		6/01/24	235	202406	310	51300	31300		DISSEMINATION SVCS JUN24	*	583.33		
		6/01/24	235	202406	310	51300	51000		OFFICE SUPPLIES JUN24	*	.06		
		6/01/24	235	202406	310	51300	42000		POSTAGE JUN24	*	58.33		
		6/01/24	235	202406	310	51300	42500		COPIES JUN24	*	11.85		
		6/01/24	236	202406	320	53800	12000		FIELD MANAGEMENT JUN24	*	939.50		
GOVERNMENTAL MANAGEMENT SERVICES												5,494.15	000767
6/14/24	00036	6/01/24	11914	202406	320	53800	46700		FOUNTAIN MAINT JUN24	*	575.00		
LEXINGTON POOL AND MAINTENANCE, LLC												575.00	000768
6/27/24	00031	6/20/24	8953692	202406	320	53800	46600		IRRIGATION REPAIRS JUN24	*	1,224.12		
		6/26/24	8974056	202406	320	53800	46300		CONS AREA SPRAYING 3 OF 8	*	1,800.00		
BRIGHTVIEW LANDSCAPE SERVICES, INC.												3,024.12	000769
6/27/24	00029	6/27/24	3411383	202405	310	51300	31500		GENERAL COUNSEL MAY24	*	378.00		
KUTAK ROCK LLP												378.00	000770
7/09/24	00031	7/01/24	8958892	202407	320	53800	46400		LANDSCAPE MAINT JUL24	*	5,083.05		
BRIGHTVIEW LANDSCAPE SERVICES, INC.												5,083.05	000771

WIND WINDSOR AT WES ZYAN

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
7/11/24	00001	7/01/24	237	202407	310	51300	34000		MANAGEMENT FEES JUL24	*	3,653.75		
7/01/24		237		202407	310	51300	35200		WEBSITE ADMIN JUL24	*	88.33		
7/01/24		237		202407	310	51300	35100		INFORMATION TECH JUL24	*	159.00		
7/01/24		237		202407	310	51300	31300		DISSEMINATION SVCS JUL24	*	583.33		
7/01/24		237		202407	310	51300	51000		OFFICE SUPPLIES JUL24	*	.09		
7/01/24		237		202407	310	51300	42000		POSTAGE JUL24	*	38.21		
7/01/24		238		202407	320	53800	12000		FIELD MANAGEMENT JUL24	*	939.50		
GOVERNMENTAL MANAGEMENT SERVICES											5,462.21	000772	
7/11/24	00005	7/08/24	12057	202406	310	51300	31100		ANNUAL INSPECTION REPORT	*	800.00		
OSCEOLA ENGINEERING INC.											800.00	000773	
7/18/24	00015	6/30/24	220739	202406	320	53800	46200		LAKE MAINTENANCE JUN24	*	894.00		
APPLIED AQUATIC MANAGEMENT, INC											894.00	000774	
7/18/24	00036	7/01/24	12023	202407	320	53800	46700		FOUNTAIN MAINT JUL24	*	575.00		
LEXINGTON POOL AND MAINTENANCE, LLC											575.00	000775	
7/23/24	00015	7/15/24	221214	202407	320	53800	46200		LAKE MAINTENANCE JUL24	*	894.00		
APPLIED AQUATIC MANAGEMENT, INC											894.00	000776	
7/23/24	00037	7/22/24	9076651	202407	310	51300	42000		PRINTING/POSTAGE/DELIVERY	*	1,104.07		
TRIPLE HERITAGE LLC DBA ACTION MAIL											1,104.07	000777	
TOTAL FOR BANK A											54,192.38		
TOTAL FOR REGISTER											54,192.38		

WIND WINDSOR AT WES ZYAN

SECTION 2

Windsor at Westside
Community Development District

Unaudited Financial Reporting
June 30, 2024



Table of Contents

1	<u>Balance Sheet</u>
2-3	<u>General Fund</u>
4	<u>Series 2015 Debt Service Fund</u>
5	<u>Series 2016 Debt Service Fund</u>
6	<u>Capital Reserve Fund</u>
7-8	<u>Month to Month</u>
9	<u>Long Term Debt Summary</u>
10	<u>Assessment Receipt Schedule</u>

Windsor at Westside
Community Development District
Combined Balance Sheet
June 30, 2024

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Totals Governmental Funds</i>
Assets:			
Cash:			
Operating Account	\$ 321,690	\$ -	\$ 321,690
Investments:			
<u>Series 2015</u>			
Reserve	\$ -	\$ 140,037	\$ 140,037
Revenue	\$ -	\$ 263,777	\$ 263,777
Interest	\$ -	\$ 171	\$ 171
Sinking Fund	\$ -	\$ 280	\$ 280
<u>Series 2016</u>			
Reserve	\$ -	\$ 212,168	\$ 212,168
Revenue	\$ -	\$ 368,011	\$ 368,011
Interest	\$ -	\$ 256	\$ 256
Principal	\$ -	\$ 435	\$ 435
General Redemption	\$ -	\$ 258	\$ 258
Due From General Fund	\$ -	\$ 49,407	\$ 49,407
Total Assets	\$ 321,690	\$ 1,034,800	\$ 1,356,490
Liabilities:			
Accounts Payable	\$ 1,694	\$ -	\$ 1,694
Due To Debt Service	\$ 49,407	\$ -	\$ 49,407
Total Liabilites	\$ 51,101	\$ -	\$ 51,101
Restricted For:			
Debt Service - Series 2015	\$ -	\$ 423,891	\$ 423,891
Debt Service - Series 2016	\$ -	\$ 610,908	\$ 610,908
Unassigned	\$ 270,589	\$ -	\$ 270,589
Total Fund Balances	\$ 270,589	\$ 1,034,800	\$ 1,305,389
Total Liabilities & Fund Balance	\$ 321,690	\$ 1,034,800	\$ 1,356,490

Windsor at Westside
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending June 30, 2024

	Adopted Budget	Prorated Budget Thru 06/30/24	Actual Thru 06/30/24	Variance
Revenues:				
O&M Assessments	\$ 444,642	\$ 444,642	\$ 448,916	\$ 4,275
Total Revenues	\$ 444,642	\$ 444,642	\$ 448,916	\$ 4,275
Expenditures:				
<u>General & Administrative:</u>				
Supervisor Fee	\$ 7,200	\$ 5,400	\$ 1,400	\$ 6,800
FICA Expense	\$ 367	\$ 275	\$ 77	\$ 352
Engineering	\$ 5,000	\$ 3,750	\$ 1,200	\$ 2,550
Attorney	\$ 10,000	\$ 7,500	\$ 1,552	\$ 5,948
Arbitrage	\$ 900	\$ -	\$ -	\$ -
Dissemination	\$ 7,000	\$ 5,250	\$ 5,250	\$ -
Annual Audit	\$ 4,100	\$ 4,100	\$ 4,100	\$ -
Trustee Fees	\$ 7,000	\$ 3,500	\$ 3,500	\$ -
Assessment Administration	\$ 5,300	\$ 5,300	\$ 5,300	\$ -
Management Fees	\$ 43,845	\$ 32,884	\$ 32,884	\$ -
Information Technology	\$ 1,908	\$ 1,431	\$ 1,431	\$ -
Website Maintenance	\$ 1,060	\$ 795	\$ 795	\$ -
Postage	\$ 300	\$ 225	\$ 166	\$ 59
Insurance	\$ 7,111	\$ 7,111	\$ 6,690	\$ 421
Printing & Binding	\$ 500	\$ 375	\$ 19	\$ 356
Legal Advertising	\$ 3,000	\$ 2,250	\$ -	\$ 2,250
Other Current Charges	\$ 1,000	\$ 750	\$ 607	\$ 143
Property Appraiser	\$ 500	\$ 284	\$ 284	\$ -
Office Supplies	\$ 200	\$ 150	\$ 2	\$ 148
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative:	\$ 106,466	\$ 81,505	\$ 65,431	\$ 19,027

Windsor at Westside
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending June 30, 2024

	Adopted Budget	Prorated Budget Thru 06/30/24	Actual Thru 06/30/24	Variance
<i>Operation and Maintenance</i>				
Contract Services				
Field Services	\$ 11,274	\$ 8,455	\$ 8,456	\$ -
Landscape Maintenance - Contract	\$ 63,000	\$ 47,250	\$ 45,747	\$ 1,503
Lake Maintenance	\$ 11,688	\$ 8,766	\$ 8,046	\$ 720
Property Insurance	\$ 3,831	\$ 3,831	\$ 3,652	\$ 179
Repairs & Maintenance				
Landscape Maintenance - Other	\$ 20,000	\$ 15,000	\$ 3,500	\$ 11,500
Repairs and Maintenance	\$ 20,000	\$ 15,000	\$ 4,326	\$ 10,674
Operating Supplies	\$ 1,000	\$ 750	\$ -	\$ 750
Irrigation Repairs	\$ 12,000	\$ 12,000	\$ 15,009	\$ (3,009)
Signage	\$ 800	\$ 600	\$ -	\$ 600
Fountain Maintenance	\$ 10,710	\$ 8,033	\$ 5,625	\$ 2,408
Wetland Monitoring & Maintenance	\$ 10,000	\$ 7,500	\$ 7,900	\$ (400)
Subtotal	\$ 164,303	\$ 127,185	\$ 102,260	\$ 24,925
Utility				
Electric	\$ 5,280	\$ 3,960	\$ 2,069	\$ 1,891
Irrigation Water	\$ 150,000	\$ 150,000	\$ 257,387	\$ (107,387)
Other				
Contingency	\$ 10,500	\$ 7,875	\$ 3,490	\$ 4,385
Subtotal	\$ 165,780	\$ 161,835	\$ 262,946	\$ (101,111)
Total O&M Expenses:	\$ 330,083	\$ 289,020	\$ 365,206	\$ (76,186)
Total Expenditures	\$ 436,549	\$ 370,525	\$ 430,636	\$ (57,158)
<i>Other Financing Sources/Uses:</i>				
Transfer In/(Out)	\$ (8,093)	\$ -	\$ -	\$ -
Total Other Financing Sources/Uses	\$ (8,093)	\$ -	\$ -	\$ -
Excess Revenues (Expenditures)	\$ -	\$ -	\$ 18,280	\$ -
Fund Balance - Beginning	\$ -	\$ -	\$ 252,309	\$ -
Fund Balance - Ending	\$ -	\$ -	\$ 270,589	\$ -

Windsor at Westside

Community Development District

Debt Service Fund - Series 2015

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending June 30, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 06/30/24	Thru 06/30/24	Variance
Revenues:				
Special Assessments	\$ 276,443	\$ 276,443	\$ 279,100	\$ 2,657
Interest	\$ 250	\$ 250	\$ 14,013	\$ 13,763
Total Revenues	\$ 276,693	\$ 276,693	\$ 293,113	\$ 16,420
Expenditures:				
Interest - 11/1	\$ 92,944	\$ 92,944	\$ 92,944	\$ -
Principal - 11/1	\$ 90,000	\$ 90,000	\$ 90,000	\$ -
Interest - 5/1	\$ 90,694	\$ 90,694	\$ 90,694	\$ -
Total Expenditures	\$ 273,638	\$ 273,638	\$ 273,638	\$ -
Excess Revenues (Expenditures)	\$ 3,055		\$ 19,476	
Fund Balance - Beginning	\$ 263,160		\$ 404,416	
Fund Balance - Ending	\$ 266,215		\$ 423,891	

Windsor at Westside

Community Development District

Debt Service Fund - Series 2016

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending June 30, 2024

	Adopted Budget	Prorated Budget Thru 06/30/24	Actual Thru 06/30/24	Variance
Revenues:				
Special Assessments	\$ 419,451	\$ 419,451	\$ 423,482	\$ 4,031
Interest	\$ 250	\$ 250	\$ 19,991	\$ 19,741
Total Revenues	\$ 419,701	\$ 419,701	\$ 443,473	\$ 23,772
Expenditures:				
Interest - 11/1	\$ 139,088	\$ 139,088	\$ 139,088	\$ -
Principal - 11/1	\$ 140,000	\$ 140,000	\$ 140,000	\$ -
Interest - 5/1	\$ 136,200	\$ 136,200	\$ 136,200	\$ -
Total Expenditures	\$ 415,288	\$ 415,288	\$ 415,288	\$ -
Excess Revenues (Expenditures)	\$ 4,413		\$ 28,185	
Fund Balance - Beginning	\$ 359,598		\$ 582,723	
Fund Balance - Ending	\$ 364,011		\$ 610,908	

Windsor at Westside

Community Development District

Capital Reserve Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending June 30, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 06/30/24	Thru 06/30/24	Variance
Revenues				
Interest	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ -	\$ -	\$ -	\$ -
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ -	
Other Financing Sources/(Uses)				
Transfer In/(Out)	\$ 8,093	\$ -	\$ -	\$ -
Total Other Financing Sources (Uses)	\$ 8,093	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ 8,093		\$ -	
Fund Balance - Beginning	\$ 158,570		\$ -	
Fund Balance - Ending	\$ 166,663		\$ -	

Windsor at Westside
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
O&M Assessments	\$ -	\$ 39,034	\$ 329,560	\$ 12,702	\$ 15,203	\$ 3,929	\$ 16,977	\$ 9,187	\$ 22,324	\$ -	\$ -	\$ -	\$ 448,916
Total Revenues	\$ -	\$ 39,034	\$ 329,560	\$ 12,702	\$ 15,203	\$ 3,929	\$ 16,977	\$ 9,187	\$ 22,324	\$ -	\$ -	\$ -	\$ 448,916
Expenditures:													
General & Administrative:													
Supervisor Fee	\$ -	\$ -	\$ -	\$ -	\$ 600	\$ -	\$ -	\$ -	\$ 800	\$ -	\$ -	\$ -	\$ 1,400
FICA Expense	\$ -	\$ -	\$ -	\$ -	\$ 31	\$ -	\$ -	\$ -	\$ 46	\$ -	\$ -	\$ -	\$ 77
Engineering	\$ -	\$ -	\$ -	\$ -	\$ 400	\$ -	\$ -	\$ -	\$ 800	\$ -	\$ -	\$ -	\$ 1,200
Attorney	\$ -	\$ -	\$ 165	\$ -	\$ 738	\$ -	\$ 271	\$ 378	\$ -	\$ -	\$ -	\$ -	\$ 1,552
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dissemination	\$ 583	\$ 583	\$ 583	\$ 583	\$ 583	\$ 583	\$ 583	\$ 583	\$ 583	\$ -	\$ -	\$ -	\$ 5,250
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ 4,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,100
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ 3,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,500
Assessment Administration	\$ 5,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,300
Management Fees	\$ 3,654	\$ 3,654	\$ 3,654	\$ 3,654	\$ 3,654	\$ 3,654	\$ 3,654	\$ 3,654	\$ 3,654	\$ -	\$ -	\$ -	\$ 32,884
Information Technology	\$ 159	\$ 159	\$ 159	\$ 159	\$ 159	\$ 159	\$ 159	\$ 159	\$ 159	\$ -	\$ -	\$ -	\$ 1,431
Website Maintenance	\$ 88	\$ 88	\$ 88	\$ 88	\$ 88	\$ 88	\$ 88	\$ 88	\$ 88	\$ -	\$ -	\$ -	\$ 795
Postage	\$ 1	\$ 25	\$ 3	\$ 2	\$ 8	\$ 7	\$ 24	\$ 37	\$ 58	\$ -	\$ -	\$ -	\$ 166
Insurance	\$ 6,690	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,690
Printing & Binding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8	\$ -	\$ -	\$ 12	\$ -	\$ -	\$ -	\$ 19
Legal Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Current Charges	\$ 88	\$ 97	\$ 101	\$ -	\$ -	\$ 61	\$ 76	\$ 89	\$ 96	\$ -	\$ -	\$ -	\$ 607
Property Appraiser	\$ -	\$ -	\$ -	\$ -	\$ 284	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 284
Office Supplies	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ -	\$ -	\$ -	\$ 2
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total General & Administrative:	\$ 16,739	\$ 4,606	\$ 4,753	\$ 4,486	\$ 14,146	\$ 4,560	\$ 4,855	\$ 4,989	\$ 6,297	\$ -	\$ -	\$ -	\$ 65,431

Windsor at Westside
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<i>Operation and Maintenance</i>													
Contract Services													
Field Services	\$ 940	\$ 940	\$ 940	\$ 940	\$ 940	\$ 940	\$ 940	\$ 940	\$ 940	\$ -	\$ -	\$ -	8,456
Landscape Maintenance - Contract	\$ 5,083	\$ 5,083	\$ 5,083	\$ 5,083	\$ 5,083	\$ 5,083	\$ 5,083	\$ 5,083	\$ 5,083	\$ -	\$ -	\$ -	45,747
Lake Maintenance	\$ 894	\$ 894	\$ 894	\$ 894	\$ 894	\$ 894	\$ 894	\$ 894	\$ 894	\$ -	\$ -	\$ -	8,046
Wetland Monitoring & Maintenance	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ 1,800	\$ -	\$ 1,800	\$ 1,800	\$ -	\$ -	\$ -	7,900
Property Insurance	\$ 3,652	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,652
Repairs & Maintenance													
Landscape Maintenance - Other	\$ -	\$ 3,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,500
Repairs and Maintenance	\$ 1,844	\$ 2,284	\$ 197	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	4,326
Operating Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Irrigation Repairs	\$ 4,397	\$ -	\$ -	\$ 1,813	\$ 2,590	\$ 1,456	\$ 3,528	\$ -	\$ 1,224	\$ -	\$ -	\$ -	15,009
Signage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Fountain Maintenance	\$ 600	\$ 750	\$ 600	\$ 600	\$ 750	\$ 600	\$ 575	\$ 575	\$ 575	\$ -	\$ -	\$ -	5,625
Subtotal	\$ 19,910	\$ 13,451	\$ 7,714	\$ 9,330	\$ 10,257	\$ 10,772	\$ 11,020	\$ 9,292	\$ 10,516	\$ -	\$ -	\$ -	102,260
Utility													
Electric	\$ 31	\$ 31	\$ 93	\$ 188	\$ 323	\$ 368	\$ 366	\$ 357	\$ 312	\$ -	\$ -	\$ -	2,069
Irrigation Water	\$ 25,904	\$ 11,359	\$ 16,193	\$ 18,739	\$ 23,945	\$ 65,750	\$ 28,541	\$ 66,956	\$ -	\$ -	\$ -	\$ -	257,387
Other													
Contingency	\$ 3,490	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,490
Subtotal	\$ 29,425	\$ 11,390	\$ 16,286	\$ 18,927	\$ 24,268	\$ 66,118	\$ 28,907	\$ 67,313	\$ 312	\$ -	\$ -	\$ -	262,946
Total O&M Expenses:	\$ 49,335	\$ 24,841	\$ 24,000	\$ 28,257	\$ 34,525	\$ 76,890	\$ 39,926	\$ 76,604	\$ 10,827	\$ -	\$ -	\$ -	365,206
Total Expenditures	\$ 66,073	\$ 29,447	\$ 28,754	\$ 32,743	\$ 48,671	\$ 81,450	\$ 44,781	\$ 81,593	\$ 17,124	\$ -	\$ -	\$ -	430,636
Excess Revenues (Expenditures)	\$ (66,073)	\$ 9,587	\$ 300,806	\$ (20,041)	\$ (33,468)	\$ (77,522)	\$ (27,804)	\$ (72,406)	\$ 5,200	\$ -	\$ -	\$ -	18,280

WINDSOR AT WESTSIDE
COMMUNITY DEVELOPMENT DISTRICT
LONG TERM DEBT REPORT

SERIES 2015, SPECIAL ASSESSMENT BONDS	
(ASSESSMENT AREA ONE PROJECT)	
INTEREST RATES:	4.000%, 5.000%, 5.125%
MATURITY DATE:	11/1/2045
RESERVE FUND DEFINITION	50% OF MAXIMUM ANNUAL DEBT SERVICE
RESERVE FUND REQUIREMENT	\$138,194
RESERVE FUND BALANCE	\$140,037
BONDS OUTSTANDING - 6/30/15	\$4,190,000
LESS: PRINCIPAL PAYMENT 11/1/16	(\$65,000)
LESS: PRINCIPAL PAYMENT 11/1/17	(\$70,000)
LESS: PRINCIPAL PAYMENT 11/1/18	(\$70,000)
LESS: PRINCIPAL PAYMENT 11/1/19	(\$75,000)
LESS: PRINCIPAL PAYMENT 11/1/20	(\$80,000)
LESS: PRINCIPAL PAYMENT 11/1/21	(\$80,000)
LESS: PRINCIPAL PAYMENT 11/1/22	(\$85,000)
LESS: PRINCIPAL PAYMENT 11/1/23	(\$90,000)
CURRENT BONDS OUTSTANDING	\$3,575,000

SERIES 2016, SPECIAL ASSESSMENT BONDS	
(ASSESSMENT AREA TWO PROJECT)	
INTEREST RATES:	3.500%, 4.125%, 4.750%, 5.000%
MATURITY DATE:	11/1/2046
RESERVE FUND DEFINITION	50% OF MAXIMUM ANNUAL DEBT SERVICE
RESERVE FUND REQUIREMENT	\$209,088
RESERVE FUND BALANCE	\$212,168
BONDS OUTSTANDING - 5/31/16	\$6,535,000
LESS: PRINCIPAL PAYMENT 11/1/17	(\$110,000)
LESS: PRINCIPAL PAYMENT 11/1/18	(\$115,000)
LESS: PRINCIPAL PAYMENT 11/1/19	(\$120,000)
LESS: PRINCIPAL PAYMENT 11/1/20	(\$125,000)
LESS: SPECIAL CALL 11/1/20	(\$10,000)
LESS: PRINCIPAL PAYMENT 11/1/21	(\$125,000)
LESS: PRINCIPAL PAYMENT 11/1/22	(\$130,000)
LESS: PRINCIPAL PAYMENT 11/1/23	(\$140,000)
CURRENT BONDS OUTSTANDING	\$5,660,000

Windsor at Westside
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts
Fiscal Year 2024

Gross Assessments \$ 473,024.40 \$ 294,088.00 \$ 446,224.00 \$ 1,213,336.40
 Net Assessments \$ 444,642.94 \$ 276,442.72 \$ 419,450.56 \$ 1,140,536.22

ON ROLL ASSESSMENTS

Date	Distribution	Gross Amount	Commissions	Discount/Penalty	Interest	Net Receipts	38.99%	24.24%	36.78%	100.00%
							O&M Portion	Series 2015 Debt Service	Series 2016 Debt Service	Total
11/10/23	ACH	\$2,456.91	(\$49.14)	\$0.00	\$0.00	\$2,407.77	\$938.68	\$583.59	\$885.50	\$2,407.77
11/24/23	ACH	\$99,712.20	(\$1,994.24)	\$0.00	\$0.00	\$97,717.96	\$38,095.76	\$23,684.84	\$35,937.36	\$97,717.96
12/11/23	ACH	\$1,291.91	(\$25.85)	\$0.00	\$0.00	\$1,266.06	\$493.57	\$306.87	\$465.62	\$1,266.06
12/11/23	ACH	\$838,496.95	(\$16,769.93)	\$0.00	\$0.00	\$821,727.02	\$320,353.81	\$199,169.87	\$302,203.34	\$821,727.02
12/22/23	ACH	\$22,804.83	(\$456.10)	\$0.00	\$0.00	\$22,348.73	\$8,712.74	\$5,416.88	\$8,219.11	\$22,348.73
01/10/24	ACH	\$31,491.68	(\$629.83)	\$0.00	\$0.00	\$30,861.85	\$12,031.63	\$7,480.28	\$11,349.94	\$30,861.85
01/10/24	ACH	\$814.27	(\$16.29)	\$0.00	\$0.00	\$797.98	\$311.10	\$193.41	\$293.47	\$797.98
01/31/24	ACH	\$0.00	\$0.00	\$0.00	\$922.72	\$922.72	\$359.73	\$223.64	\$339.35	\$922.72
02/09/24	ACH	\$1,136.11	(\$22.72)	\$0.00	\$0.00	\$1,113.39	\$434.06	\$269.86	\$409.47	\$1,113.39
02/09/24	ACH	\$38,655.59	(\$773.11)	\$0.00	\$0.00	\$37,882.48	\$14,768.65	\$9,181.94	\$13,931.89	\$37,882.48
03/08/24	ACH	\$10,282.76	(\$205.65)	\$0.00	\$0.00	\$10,077.11	\$3,928.60	\$2,442.49	\$3,706.02	\$10,077.11
04/08/24	ACH	\$42,309.14	(\$846.18)	\$0.00	\$0.00	\$41,462.96	\$16,164.51	\$10,049.78	\$15,248.67	\$41,462.96
04/08/24	ACH	\$1,975.57	(\$39.52)	\$0.00	\$0.00	\$1,936.05	\$754.78	\$469.26	\$712.01	\$1,936.05
04/19/24	ACH	\$0.00	\$0.00	\$0.00	\$149.26	\$149.26	\$58.19	\$36.18	\$54.89	\$149.26
05/08/24	ACH	\$24,045.05	(\$480.90)	\$0.00	\$0.00	\$23,564.15	\$9,186.58	\$5,711.47	\$8,666.10	\$23,564.15
06/10/24	ACH	\$23,099.39	(\$461.99)	\$0.00	\$0.00	\$22,637.40	\$8,825.29	\$5,486.84	\$8,325.27	\$22,637.40
06/21/24	ACH	\$35,331.48	(\$706.63)	\$0.00	\$0.00	\$34,624.85	\$13,498.64	\$8,392.36	\$12,733.85	\$34,624.85
TOTAL		\$ 1,173,903.84	\$ (23,478.08)	\$ -	\$ 1,071.98	\$ 1,151,497.74	\$ 448,916.32	\$ 279,099.56	\$ 423,481.86	\$ 1,151,497.74

101%	Net Percent Collected
0	Balance Remaining to Collect

SECTION 3



Memorandum

To: Board of Supervisors

From: District Management

Date: August 9, 2024

RE: HB7013 – Special Districts Performance Measures and Standards

To enhance accountability and transparency, new regulations were established for all special districts, by the Florida Legislature, during their 2024 legislative session. Starting on October 1, 2024, or by the end of the first full fiscal year after its creation (whichever comes later), each special district must establish goals and objectives for each program and activity, as well as develop performance measures and standards to assess the achievement of these goals and objectives. Additionally, by December 1 each year (initial report due on December 1, 2025), each special district is required to publish an annual report on its website, detailing the goals and objectives achieved, the performance measures and standards used, and any goals or objectives that were not achieved.

District Management has identified the following key categories to focus on for Fiscal Year 2025 and develop statutorily compliant goals for each:

- Community Communication and Engagement
- Infrastructure and Facilities Maintenance
- Financial Transparency and Accountability

Additionally, special districts must provide an annual reporting form to share with the public that reflects whether the goals & objectives were met for the year. District Management has streamlined these requirements into a single document that meets both the statutory requirements for goal/objective setting and annual reporting.

The proposed goals/objectives and the annual reporting form are attached as exhibit A to this memo. District Management recommends that the Board of Supervisors adopt these goals and objectives to maintain compliance with HB7013 and further enhance their commitment to the accountability and transparency of the District.

Exhibit A:
Goals, Objectives and Annual Reporting Form

Windsor at Westside Community Development District Performance Measures/Standards & Annual Reporting Form

October 1, 2024 – September 30, 2025

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold at least three regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of three board meetings were held during the Fiscal Year.

Achieved: Yes No

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of meetings in accordance with Florida Statutes, using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised per Florida statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes No

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes No

2. Infrastructure and Facilities Maintenance

Goal 2.1: Field Management and/or District Management Site Inspections

Objective: Field manager and/or district manager will conduct inspections per District Management services agreement to ensure safety and proper functioning of the District's infrastructure.

Measurement: Field manager and/or district manager visits were successfully completed per management agreement as evidenced by field manager and/or district manager's reports, notes or other record keeping method.

Standard: 100% of site visits were successfully completed as described within district management services agreement

Achieved: Yes No

Goal 2.2: District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes No

3. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes No

Goal 3.2: Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD's website.

Standard: CDD website contains 100% of the following information: Most recent annual audit, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes No

Goal 3.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection, and transmit to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD’s website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes No

Chair/Vice Chair: _____

Date: _____

Print Name: _____

Windsor at Westside Community Development District

District Manager: _____

Date: _____

Print Name: _____

Windsor at Westside Community Development District

SECTION 4

**NOTICE OF MEETING DATES
WINDSOR AT WESTSIDE
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the *Windsor at Westside Community Development District* will hold their regularly scheduled public meetings for **Fiscal Year 2025** at **10:00 am at the Hart Memorial Library, 211 E. Dakin Ave., Kissimmee, FL 34741**, as follows:

December 13, 2024

February 14, 2025

May 30, 2025

June 27, 2025

August 8, 2025

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts.

The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from the District Manager, Governmental Management Services - Central Florida, LLC or by calling (407) 841-5524.

There may be occasions when one or more Supervisors or staff will participate by speaker telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 841-5524 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

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

District Manager
Governmental Management Services-
Central Florida, LLC

SECTION D

SECTION 1

LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this ___ day of August, 2024, by and between:

WINDSOR AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Osceola County, Florida, whose mailing address is 219 East Livingston Street, Orlando, Florida 32801 (the “**District**”), and

BRIGHTVIEW LANDSCAPE SERVICES, INC., a Florida Limited Liability Company with an address of 4777 Old Winter Garden Road, Orlando, FL 32811 (“**Contractor**”).

RECITALS

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

WHEREAS, the District has a need to retain an independent contractor to provide landscape and irrigation maintenance services for certain lands within and around the District; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified, willing and capable to serve as a landscape and irrigation maintenance contractor and provide such services to the District.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and Contractor have agreed upon:

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

2. CONTRACTOR OBLIGATIONS.

A. Scope of Services. Contractor shall provide the services described in the Scope of Services attached hereto as **Exhibit A (“Work”)**, for the areas identified in the Landscape Maintenance Map attached hereto as **Exhibit B (“Landscape Maintenance Area”)**, both of which are incorporated herein by this reference. Contractor acknowledges and agrees that the Landscape Maintenance Area may be reasonably adjusted, in the sole discretion of the District, to accurately reflect areas of the Work actually being performed, which adjustments shall not result in change in the price for the Work as reflected in

Contractor's fee summary attached hereto as **Exhibit C ("Fee Summary")** and incorporated herein by this reference. Should any work and/or services be required which are not specified in this Agreement or any amendments, addenda, or change orders but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by Contractor as if described and delineated in this Agreement.

B. *Acceptance of Site.* By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the execution of this Agreement, and that the Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an "as is" basis. The Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor or a former contractor, except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism. Upon the occurrence of any such exceptions, Contractor shall immediately notify the District. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District, fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.

C. *Manner of Contractor's Performance.* The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Work Authorization (defined herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with all applicable industry standards, and as required by the Scope of Services. The performance of all Work and additional services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

D. *Discipline, Employment, Uniforms.* Contractor shall maintain at all times strict discipline among its employees, subcontractors, agents and assigns and represents to the District that it has performed all necessary background checks of the same. Contractor shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.

E. *Rain Days.* In the event that time is lost due to heavy rains ("**Rain Days**"), Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. Contractor shall

provide services on Saturdays, if needed to make up Rain Days, with prior notification to and approval by the District Representative(s) (defined herein).

F. *Protection of Property.* Contractor shall use all due care to protect against any harm to persons or property while performing the Work. If Contractor's acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting and irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and promptly repair all damage – and/or promptly replace damaged property – to the sole satisfaction of the District. If Contractor fails to do so, the District reserves the right to make such repairs and Contractor shall reimburse the costs of such repair or replacement.

G. *District Representative; Reporting.* The District shall designate in writing a person to act as the District Representative with respect to the Work to be performed under this Agreement. The District Representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Contractor's services, including the Work.

i. The District hereby designates the District Manager or his or her designee, to act as the District Representative.

ii. The District shall have the right to change its designated Representative with written notice to Contractor.

iii. Contractor agrees to meet with the District's representative no less than bi-weekly to walk the property and discuss conditions, schedules, and items of concern regarding this Agreement and to provide a monthly written report summarizing, at minimum, the Work performed during the month, any issues and/or areas of concern and the schedule of Work to be performed for the upcoming month.

iv. Contractor agrees to attend the regularly scheduled meetings of the Board of Supervisors of the District, upon request.

H. *Deficiencies.* Contractor shall identify and promptly notify the District Representative of any deficient areas by written communication, including any explanations of proposed actions to remedy such deficiencies. Upon approval by the District Representative, the Contractor shall take such actions as are necessary to address the deficiencies within a reasonable time period specified by the District Representative, or if no time is specified by the District, within three (3) days and prior to submitting any invoices to the District. Contractor and the District recognize that time is of the essence with this Agreement and that the District will suffer financial loss if the deficiencies are not timely addressed. Should the Contractor fail to address any deficiencies within the time set forth by the District Representatives, the District shall have the rights to, among other remedies available at law or in equity, fine the Contractor one hundred dollars (\$100.00) per day; to withhold some or all of the Contractor's compensation under this

Agreement; and to contract with outside sources to perform necessary work with all charges for such services to be reimbursed by Contractor or deducted from the Contractor's compensation.

I. *Compliance with Laws.* The Contractor shall keep, observe, and perform all requirements of applicable local, state and federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

J. *Safety.* Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property in performing the Work, utilizing safety equipment including but not limited to bright vests and traffic cones.

K. *Environmental Activities.* The Contractor agrees to use best management practices, consistent with presently accepted industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

L. *Payment of Taxes; Procurement of Licenses and Permits.* Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and local laws or requirements.

M. *Subcontractors.* Contractor shall not assign any portion of the Work to subcontractors without prior, written approval of the District. In the event any portions of the Work are assigned to subcontractors, Contractor shall be responsible for the satisfactory performance of such work by subcontractors. Nothing in this Agreement shall be construed to create a contractual relationship between any subcontractor and the District.

N. *Independent Contractor Status.* In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor, if there are any, are employees of the District under the meaning or

application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. 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.

3. COMPENSATION; TERM.

A. Term. The term of this Agreement shall be from September 1, 2024 to August 31, 2025 (“**Year 1**”), unless terminated earlier in accordance with the terms of this Agreement. Thereafter, this Agreement will renew automatically for successive one- year (1) year periods, (each "Renewal Term").

B. Compensation. As compensation for the Work, the District agrees to pay Contractor an amount not-to-exceed **SIXTY THOUSAND NINE HUNDRED NINETY- SIX DOLLARS AND 60/100 DOLLARS (\$60, 996.60)** per year for Year 1/**FIVE THOUSAND EIGHTY THREE DOLLARS AND 5/100 (\$5, 083.05)** per month for twelve months, all in accordance with the Fee Summary attached hereto as **Exhibit C**. Compensation for the Work in subsequent renewal years shall be in accordance with the with the Fee Summary attached hereto as **Exhibit C**.

C. Additional Work. Should the District desire that the Contractor provide additional work and/or services relating to the District’s landscaping and/or irrigation systems (e.g., additional services or services for other areas not specified in this Agreement), such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Work Authorization. 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 Work Authorization, a form of which is attached hereto as **Exhibit D**. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor’s Fee Summary attached hereto as **Exhibit C**. If pricing for any such additional work or services is not specifically provided for in the exhibits hereto, Contractor agrees to negotiate in good faith on such pricing. 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.

D. Payments by the District. 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 seq., *Florida Statutes*, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

E. *Payments by Contractor.* Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), *Florida Statutes*, requiring payments to subcontractors, material men, suppliers or laborers be made within ten (10) days of receipt of payment from the District. The District may require, as a condition precedent to making any payment to Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

4. TERMINATION. The District agrees that the Contractor may terminate this Agreement for cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 2(H) of this Agreement are taken, the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide ninety (90) days' written notice of termination without cause. Any termination by the District shall not result in liability for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor. On a default by Contractor, the District may elect not to terminate the Agreement, and instead to demand that Contractor cure any failure constituting default and make appropriate deduction or revision to the payment to become due to Contractor. Furthermore, the District reserves the right to pursue any and all available remedies under the law, including but not limited to equitable and legal remedies and withhold payment pending outcome of such dispute.

5. INSURANCE.

A. *Insurance Required.* Before commencing any Work, the Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with the requirements of this section. 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 primary and written on forms acceptable to the District. Additionally, insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of A-VII. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.

B. *Types of Insurance Coverage Required.* Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

i. Worker's Compensation Insurance in accordance with the laws of the State of Florida. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or sub-contractor operating under a worker's compensation exemption shall access or work on the site.

ii. Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

iii. Commercial General Liability Insurance covering Contractor's legal liability for bodily injuries, property damage, contractual, products and completed operations, and personal injury, with limits of not less than \$2,000,000 per occurrence, and further, including, but not being limited to, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

iv. Automobile Liability Insurance for bodily injuries in limits of not less than \$2,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

v. Umbrella Excess Liability Insurance to cover any liability in excess of the limits of coverage already required and with limits of at least \$1,000,000 per occurrence and \$1,000,000 on aggregate.

C. *Additional Insured.* All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, and shall name the District, and its supervisors, officers, staff, agents, employees, and representatives as additional insured (with the exception of Workers' Compensation insurance) as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased

employees, shall agree to waive all rights of subrogation against the District and its supervisors, officers, staff, agents, employees, and representatives.

D. *Sub-Contractors.* Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all sub-contractors, if any and if approved, to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.

E. *Payment of Premiums.* The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.

F. *Notice of Claims.* Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.

G. *Failure to Provide Insurance.* The District shall retain the right to review, at any time, coverage, form, and amount of insurance. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance to the District and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. If Contractor fails to pay such cost to the District, the District may deduct such amount from any payment due the Contractor.

6. INDEMNIFICATION.

A. The Contractor shall indemnify, defend, and hold harmless, the District, the District's Board of Supervisors, District staff and the District's agents, officers, employees, contractors, and representatives from and against any and all liability, actions, claims, demands, loss, damage, injury, or harm of any nature whatsoever, arising from the acts or omissions of Contractor, or the Contractor's officers, directors, agents, assigns, employees, subcontractors, or representatives.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay, awards, court costs, mediation costs, litigation expenses, attorney fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), or other amounts of any kind.

C. The Contractor agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's or its staff, supervisors or consultant's limitations on liability contained in section 768.28, *Florida Statutes*, or other law. Any subcontractor retained by the Contractor shall acknowledge the same in writing, and it shall be Contractor's

responsibility to secure such acknowledgments. Further, nothing herein shall be construed to limit or restrict the District's rights against the Contractor under applicable law.

D. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.

E. It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, *Florida Statutes*, and that said statutory provision does not govern, restrict or control this Agreement

7. MISCELLANEOUS PROVISIONS

A. *Default and Protection Against Third-party Interference.* A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

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

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

D. *Assignment.* Neither the District nor Contractor may assign this Agreement without the prior written approval of the other, Any purported assignment without such written approval shall be void.

E. *Headings for Convenience Only.* The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

F. *Attorneys' 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, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

G. Agreement. This instrument, together with its Exhibits, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. All prior agreements regarding the matters provided herein are hereby superseded and replaced by this Agreement. The Exhibits attached herein are incorporated to the extent that it clarifies certain terms of the Agreement, and to the extent there are any inconsistencies or conflict between this instrument and the Exhibits, this instrument shall control.

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

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

J. Notices. All notices, requests, consents and other communications under this Agreement (“**Notices**”) shall be in writing and shall be delivered via hand delivery, mailed by United States certified mail, or by overnight delivery service, to the parties, as follows:

i. If to the District: Windsor at Westside Community
Development District
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to: Kutak Rock LLP
107 W. College Ave.
Tallahassee, FL 32301
Attn: District Counsel

ii. If to Contractor: BrightView Landscape Services, Inc.
4777 Old Winter Garden Road
Orlando, FL 32811
Attn: Scott Sikora

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.

K. *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 Representative, successors, and assigns.

L. *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. Parties consent to and agree that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction in and for Osceola County, Florida.

M. *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 **Jason Showe** (“**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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*,

TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT JSHOWE@GMSCFL.COM, (407) 841-5524, AND 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801.

N. *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.

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

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

Q. *Scrutinized Companies Statement.* 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.

R. *E-Verify.* The Contractor agrees that it shall bear the responsibility for verifying the employment status of all persons it employs or subcontracts in the performance of this Agreement and agrees to otherwise comply with all applicable federal and Florida law, including but not limited to the Immigration Reform and Control Act of 1986, as amended, and Section 448.095, *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.

S. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law (“Public Integrity Laws”) apply to this Agreement:

- a. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- b. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- c. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- d. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- e. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District (“**Prohibited Criteria**”). Contractor certifies that in entering into this Contract, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District.

T. Compliance with section 20.055, Florida Statutes. The Contractor agrees to comply with section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with section 20.055(5), *Florida Statutes*.

[Remainder of this page intentionally left blank]

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

ATTEST:

**WINDSOR AT WESTSIDE
COMMUNITY DEVELOPMENT
DISTRICT**

By: _____

- Secretary
- Assistant Secretary

By: _____

- Chairperson
- Vice Chairperson

WITNESS:

**BRIGHTVIEW LANDSCAPE
SERVICES, INC.**

By: _____

Its: _____

By: _____

Its: _____

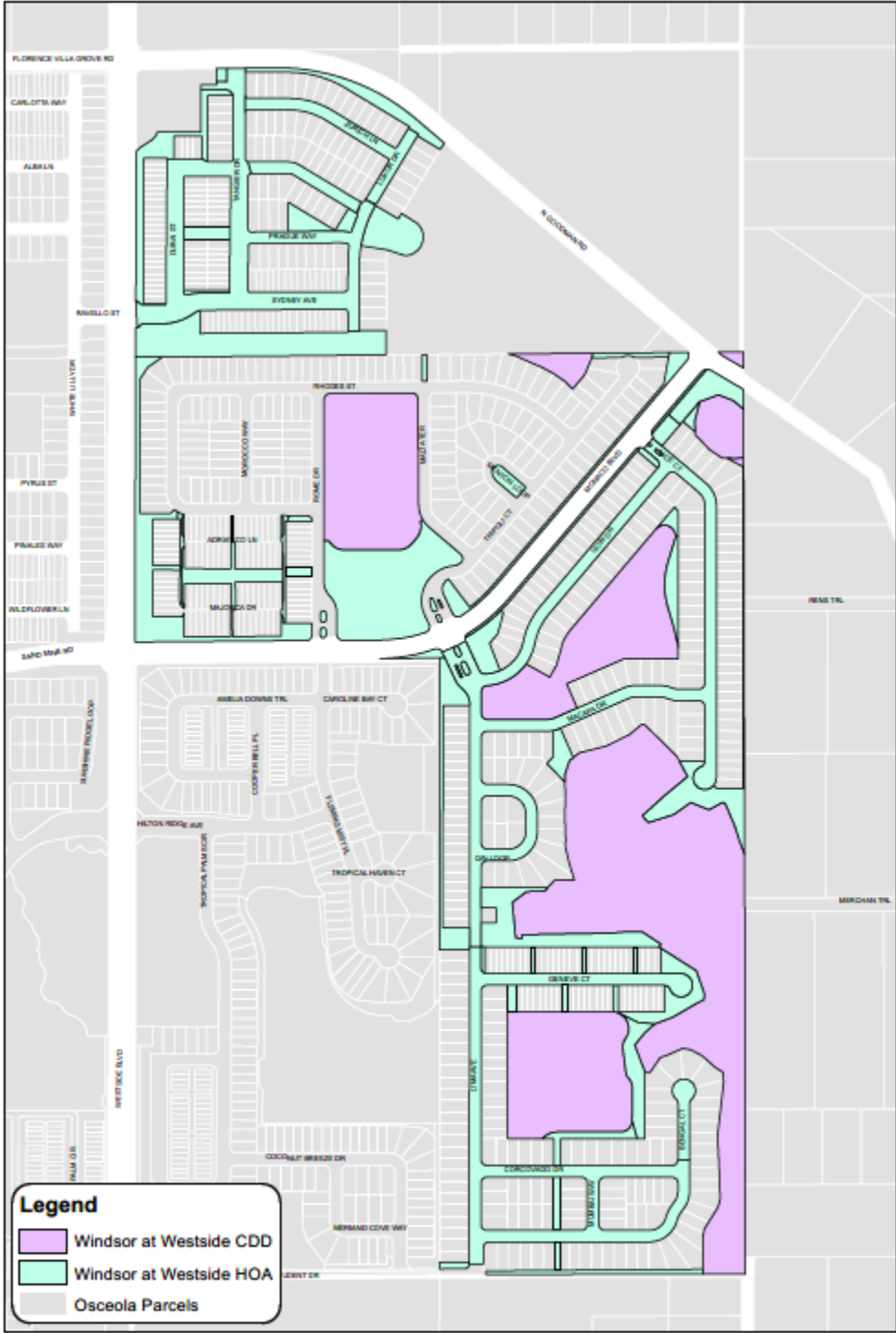
- Exhibit A:** Scope of Services Landscape
- Exhibit B:** Maintenance Map
- Exhibit C:** Form of Change Order

Description of Services

Windsor CDD

Scope of Work	Frequency	Monthly	Yearly
Landscape Maintenance		\$2,633.40	\$31,600.80
Mowing	42		
Soft Edging	24		
Line Trimming	42		
Blowing, small debris pickup	48		
Groundcover Pruning	12		
Bed Weed Control	12		
Plant Bed Management	12		
Prune all shrub material to manicured appearance	12		
Keep vegetation from encroaching in walkway areas and trails	52		
Leaf Removal	8		
Chemical and Horticultural Maintenance – Full Agronomics Program		\$480.90	\$5,770.80
Turf Fertilization	4		
Insect and Weed Control Turf & Shrub	As Needed		
Shrub & Groundcover Fertilization	3		
Soil Lab Tests	As Needed		
Irrigation Maintenance		\$210.00	\$2,520.00
Quarterly Inspection of Sprinkler System	4		
Check and adjust all pop-up and shrub sprinklers	12		
Check and adjust all rotor sprinklers	12		
Irrigation reports	As Needed		
Mulch – Additional Service		\$1,575.00	\$18,900.00
1 Time per year (375 cy)	1		
Palms – Additional Service		\$183.75	\$2,205.00
1 Time per year	1		
Color – Additional Service		\$	\$
Annual Changeout \$1.89	4	TBD	TBD
TOTAL PRICE		\$5,083.05	\$60,996.60

EXHIBIT B Landscape Maintenance Map



Katrina S. Scarborough

Windsor at Westside CDD / Windsor at Westside HOA Inc.

0 150 300 600 900 1,200
Feet



EXHIBIT C
Form of Change Order

WORK AUTHORIZATION FOR ADDITIONAL LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

THIS WORK AUTHORIZATION (the “Work Authorization”), dated _____, 20__ authorizes certain work in accordance with that certain *Agreement for Landscape and Irrigation Maintenance Services* (the “Agreement”), dated _____, by and between:

Windsor at Westside Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Osceola County, Florida, whose mailing address is 219 East Livingston Street, Orlando, Florida 32801 (the “District”); and

BrightView Landscape Services, Inc., a Florida corporation, whose address is 2270 Dobbs Road, St. Augustine, Florida 32086 (the “Contractor”).

SECTION 1. SCOPE OF SERVICES. In addition to the Services described in the Agreement and any Exhibits and Amendments thereto, the Contractor will provide additional landscape, irrigation and pond maintenance services and/or wetland monitoring and maintenance services, as set forth in the attached **Exhibit A**, which is incorporated herein by reference, all in accordance with the terms of the Agreement (collectively, the “Additional Services”).

SECTION 2. COMPENSATION. It is understood and agreed that the payment of compensation for the Additional Services under this Work Authorization shall be in the amount set forth in the attached **Exhibit A**, and in the manner set forth in the Agreement. [SPECIFY WHETHER ONE TIME CHARGE OR INCREASES COMPENSATION LINE ITEM IN ORIGINAL AGREEMENT AND, IF SO, REFLECT AMENDMENT TO THAT PROVISION].

SECTION 3. ACCEPTANCE. Acceptance of this Work Authorization will authorize the Contractor to complete the Additional Services as outlined above and is indicated by the signature of the authorized representative of the District and the Contractor in the spaces provided below. Contractor shall commence the aforesaid Additional Services as provided herein and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remain in full force and effect.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Work Authorization to be executed the day and year first above written.

**WINDSOR AT WESTSIDE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairman, Board of Supervisors

BRIGHTVIEW LANDSCAPE SERVICES, INC.

Witness

By: _____
Its: _____

Exhibit A: Proposal/Scope of Additional Services

SECTION 2

*to be provided under
separate cover*