

***Westside Community
Development District***

Agenda

February 26, 2018

AGENDA

Westside
Community Development District
Special Meeting Agenda

Monday
February 26, 2018
11:00 AM

Hanson, Walter & Associates
8 Broadway Ave., Suite 104
Kissimmee, FL 34741

1. Roll Call
2. Public Comment Period
3. Financing Matters
 - A. Consideration of Series 2018 Requisition #1
 - B. Consideration of Resolution 2018-06 Approving an O&M Funding Agreement for Solara Series 2018 Assessment Area
 - C. Consideration of Resolution 2018-07 Approving the Acquisition of Solara Tracts and Improvements
4. Consideration of Dissemination Agent Agreement with GMS-CF, LLC
5. Consideration of Maintenance Proposals for Solara Project
6. Supervisor's Requests
7. Other Business
8. Adjournment

SECTION III

**WESTSIDE COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018**

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Westside Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S.Bank National Association, as trustee (the "Trustee"), dated as of February 1, 2005, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2018 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture);

- (A) Requisition Number: 1
- (B) Name of Payee: **Mattamy Orlando, LLC**
- (C) Amount Payable: **\$2,700,680.00**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): **Solara Phase 1 Assessment Area**
- (E) Subaccount from which disbursement to be made: 2018 Project Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;
2. each disbursement set forth above is a proper charge against the account referenced in "E" above;
3. each disbursement set forth above was incurred in connection with the Cost of the 2018 Project;
4. each disbursement represents a Cost of the 2018 Project which has not previously been paid; and
5. the costs set forth in the requisition are reasonable.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested or other similar evidence of proof of payment is on file with the District.

WESTSIDE COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Responsible Officer

Date: _____

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the 2018 Project and is consistent with the report of the Consulting Engineer, as such report shall have been amended or modified.

Consulting Engineer

Mattamy- Solara at Westside (Internal Streets, Buffers & Parking)

Unit

May 24, 2017

Trees

Quantity	Species	Specification		Unit Cost	Subtotal Cost
75	Elaeocarpus decipens	65 Gal.	EA.	\$275.00	\$20,625.00
83	Ilex attenuata 'Eagleston'	65 Gal.	EA.	\$275.00	\$22,825.00
50	Juniperus silicicola	45 Gal.	EA.	\$190.00	\$9,500.00
77	Magnolia grandiflora 'Claudia Wannamaker'	FG, 18' Ht., Matched	EA.	\$550.00	\$42,350.00
58	Magnolia grandiflora 'Claudia Wannamaker'	FG, 10'-12' Ht. X 7'-8' Sprd.	EA.	\$350.00	\$20,300.00
217	Quercus virginiana 'Sky Climber'	100 Gal., 15'-16' Ht. X 9'-10' Sprd.	EA.	\$550.00	\$119,350.00
220	Ulmus parvifolia 'Emer II'	FG, 12'-14' Ht. X 5'-6' Sprd.	EA.	\$375.00	\$82,500.00

Shrubs

631	Viburnum odoratissimum	3 Gal.	EA.	\$8.50	\$5,363.50
1667	Viburnum suspensum	7 Gal.	EA.	\$15.00	\$25,005.00

Sod

439,220	Bermuda	Tifway 419 Sod	SF	\$0.30	\$131,766.00
96,960	Bahia	Sod	SF	\$0.20	\$19,392.00

Irrigation

588,200			SF	\$1.25	\$735,250.00
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Grand Total Cost:**\$1,234,226.50****Mattamy- Solara at Westside (External Roadways)****Trees**

Quantity	Species	Specification		Unit	Unit Cost
43	Juniperus silicicola	45 Gal.	EA.	\$190.00	\$8,170.00
90	Magnolia grandiflora 'Claudia Wannamaker'	FG, 10'-12' Ht. X 7'-8' Sprd.	EA.	\$350.00	\$31,500.00
153	Quercus virginiana 'Sky Climber'	100 Gal., 15'-16' Ht. X 9'-10' Sprd.	EA.	\$550.00	\$84,150.00

Sod

141,000	Bermuda	Tifway 419 Sod	SF	\$0.30	\$42,300.00
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Irrigation

141,000			SF	\$1.25	\$176,250.00
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Grand Total Cost:**\$342,370.00**

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
Mettamy Orlando, LLC
1900 Summit Tower, Blvd, Suite 500
Orlando, Florida 32810

PROJECT:
Solara at Westside

APPLICATION NO.: 17
APPLICATION DATE:
PERIOD TO: 1/30/2018
CONTRACT DATE: 8/18/2016

DISTRIBUTION TO:
☐ OWNER
☐ ENGINEER
☐ CONTRACTOR

FROM CONTRACTOR:
Hughes Brothers Construction, Inc.
948 Walker Rd.
Wildwood, Florida 34785
352-399-6829

VIA ENGINEER:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract.
Continuation sheets, as applicable, are attached.

1. ORIGINAL CONTRACT SUM \$ 8,277,332.70

2. Net change by Change Orders \$ 1,567,491.88

3. Contract Sum To Date (Line 1+2) \$ 9,844,824.58

4. TOTAL COMPLETED AND STORED TO DATE \$ 9,844,824.58
(Column G on individual sheets)

5. RETAINAGE:

a. 5% of completed work \$ 492,241.23

6. TOTAL EARNED LESS RETAINAGE \$ 9,352,583.35
(Line 4 less Line 5 Total)

7. LESS PREVIOUS PAYMENTS \$ 9,322,033.16
(Line 6 from prior Application)

8. CURRENT PAYMENT DUE \$ 30,550.19

9. BALANCE TO FINISH, INCL. RETAINAGE \$ 492,241.23
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITION	DEDUCTIONS
Total changes approved in previous months by owner		
Total approved this month		
TOTALS	-	-
NET CHANGES by Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for payment has been completed in accordance with the contract documents and that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Hughes Brothers Construction, Inc.

By: Kenny McElish Date: 1/25/18
Project Manager

State of: FLORIDA
County of: SUMTER
Subscribed and sworn to before me
this 25 day of January, 2018

Notary Public: Rachael Mundorff
My Commission expires: 2/28/2021

**ENGINEER'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observation and the data comprising this application, the Engineer certifies to the Owner that to the best

of the Engineer's knowledge, information and belief the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and

the Contractor is entitled to payment of the Amount Certified.

AMOUNT CERTIFIED _____ **Date:** _____

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to

conform to the amount certified.)

Engineer: _____

By: _____

Date: _____

Pay Application Schedule of Values
Mattamy Homes

Project Number: **53750**

Request for Payment # **17**
 Application Date **1/25/2018**
 Period Through

Onsite General Conditions

Master	Job	Cost Code	Description of Work	Work Completed				Total Completed and Stored to Date	% Complete	Balance to Finish	Retainage
				Scheduled Value	Previous Application	Work In Place	This Application Stored Material				
53750	53759100	30030	Permitting (Osceola County) 2.5%	\$ 193,780.00	\$193,780.00	\$ -	\$ -	\$ 193,780.00	100%	\$ -	\$ 9,888.00
53750	53759100	30030	SWPPP Permit, Inspection & Compliance	\$ 6,600.00	\$6,600.00	\$ -	\$ -	\$ 6,600.00	100%	\$ -	\$ 330.00
53750	53759100	30030	Mobilization & MDT	\$ 11,550.00	\$11,550.00	\$ -	\$ -	\$ 11,550.00	100%	\$ -	\$ 577.50
53750	53759100	30030	Install Silt Fence	\$ 15,657.40	\$15,657.40	\$ -	\$ -	\$ 15,657.40	100%	\$ -	\$ 782.87
53750	53759100	30030	Install Inlet Protection	\$ 12,804.00	\$12,804.00	\$ -	\$ -	\$ 12,804.00	100%	\$ -	\$ 640.20
53750	53759100	30030	Construction Entrance	\$ 9,705.00	\$9,705.00	\$ -	\$ -	\$ 9,705.00	100%	\$ -	\$ 485.25
53750	53759100	30030	Construction Layout	\$ 76,535.00	\$76,535.00	\$ -	\$ -	\$ 76,535.00	100%	\$ -	\$ 3,826.75
53750	53759100	30030	Geo-Technical Testing	\$ 69,240.00	\$69,240.00	\$ -	\$ -	\$ 69,240.00	100%	\$ -	\$ 3,482.00
53750	53759100	30030	Certified As-Builts	\$ 16,280.00	\$16,280.00	\$ 814.00	\$ -	\$ 16,280.00	100%	\$ -	\$ 814.00
General Conditions Total				\$ 412,151.40	\$411,337.40	\$ 814.00	\$ -	\$ 412,151.40	100%	\$ -	\$ 20,607.57

Clearing, Demolition & Earthwork

Master	Job	Cost Code	Description of Work	Work Completed				Total Completed and Stored to Date	% Complete	Balance to Finish	Retainage
				Scheduled Value	Previous Application	Work In Place	This Application Stored Material				
53750	53759100	30020	Clear & Burn/ Dispose in lieu of Clear & Haul/Dispose	\$ (114,000.00)	\$ (114,000.00)	\$ -	\$ -	\$ (114,000.00)	100%	\$ -	\$ (5,700.00)
53750	53759100	30020	Clear Trees & Haul/Dispose Offsite	\$ 323,950.00	\$323,950.00	\$ -	\$ -	\$ 323,950.00	100%	\$ -	\$ 16,197.50
53750	53759100	30020	Strip Site	\$ 18,050.00	\$18,050.00	\$ -	\$ -	\$ 18,050.00	100%	\$ -	\$ 902.50
53750	53759100	30020	Remove Existing Fence	\$ 3,435.30	\$3,435.30	\$ -	\$ -	\$ 3,435.30	100%	\$ -	\$ 171.77
53750	53759100	30510	Mass Excavation & Rough Grade	\$ 963,817.00	\$963,817.00	\$ -	\$ -	\$ 963,817.00	100%	\$ -	\$ 48,190.65
53750	53759100	30510	Finish Grade Retention Pond Tracts	\$ 14,316.72	\$14,316.72	\$ -	\$ -	\$ 14,316.72	100%	\$ -	\$ 715.84
53750	53759100	30510	Finish Grade Open Space Tracts	\$ 26,845.88	\$26,845.88	\$ -	\$ -	\$ 26,845.88	100%	\$ -	\$ 1,342.29
53750	53759100	30510	Finish Grade Lots	\$ 56,160.00	\$56,160.00	\$ -	\$ -	\$ 56,160.00	100%	\$ -	\$ 2,808.00
53750	53759100	30510	Finish Grade ROW (BOC to ROW Line)	\$ 15,186.93	\$15,186.93	\$ -	\$ -	\$ 15,186.93	100%	\$ -	\$ 759.35
53750	53759100	30030	Sod (Bahia) Pond Tracts/Side slopes	\$ 100,710.72	\$100,710.72	\$ -	\$ -	\$ 100,710.72	100%	\$ -	\$ 5,035.54
53750	53759100	30030	32" Sod (Bahia) Strip Behind Curb	\$ 16,776.96	\$16,776.96	\$ -	\$ -	\$ 16,776.96	100%	\$ -	\$ 838.85
53750	53759100	30030	Seed & Mulch Lots/Tracts/ROW	\$ 59,392.98	\$59,392.98	\$ -	\$ -	\$ 59,392.98	100%	\$ -	\$ 2,969.65
Clearing, Demolition & Earthwork Total				\$ 1,484,642.47	\$1,484,642.47	\$ -	\$ -	\$ 1,484,642.47	100%	\$ -	\$ 74,232.12

Onsite Sanitary Sewer

Master	Job	Cost Code	Description of Work	Work Completed				Total Completed and Stored to Date	% Complete	Balance to Finish	Retainage
				Scheduled Value	Previous Application	Work In Place	This Application Stored Material				
53750	53759100	31620	LRI Station per TWA Specifications	\$ 234,425.00	\$234,425.00	\$ -	\$ -	\$ 234,425.00	100%	\$ -	\$ 11,721.25
53750	53759100	31620	8" PVC SDR 25 Force Main	\$ 23,993.75	\$23,993.75	\$ -	\$ -	\$ 23,993.75	100%	\$ -	\$ 1,199.89
53750	53759100	31620	Force Main Fittings	\$ 13,560.00	\$13,560.00	\$ -	\$ -	\$ 13,560.00	100%	\$ -	\$ 678.00
53750	53759121	31010	8" PVC SDR 35 0'-8"	\$ 76,626.50	\$76,626.50	\$ -	\$ -	\$ 76,626.50	100%	\$ -	\$ 3,831.33
53750	53759121	31010	8" PVC SDR 35 6'-8"	\$ 62,995.30	\$62,995.30	\$ -	\$ -	\$ 62,995.30	100%	\$ -	\$ 3,149.77
53750	53759121	31010	8" PVC SDR 35 8'-10"	\$ 51,887.00	\$51,887.00	\$ -	\$ -	\$ 51,887.00	100%	\$ -	\$ 2,594.35
53750	53759121	31010	8" PVC SDR 35 10'-12"	\$ 61,547.60	\$61,547.60	\$ -	\$ -	\$ 61,547.60	100%	\$ -	\$ 3,077.38
53750	53759121	31010	8" PVC SDR 35 12'-14"	\$ 45,392.10	\$45,392.10	\$ -	\$ -	\$ 45,392.10	100%	\$ -	\$ 2,269.61
53750	53759121	31010	8" PVC SDR 26 14'-16"	\$ 18,762.00	\$18,762.00	\$ -	\$ -	\$ 18,762.00	100%	\$ -	\$ 938.10
53750	53759121	31010	8" PVC SDR 26 16'-18"	\$ 10,248.50	\$10,248.50	\$ -	\$ -	\$ 10,248.50	100%	\$ -	\$ 512.43
53750	53759121	31010	8" PVC SDR 26 18'-20"	\$ 13,256.20	\$13,256.20	\$ -	\$ -	\$ 13,256.20	100%	\$ -	\$ 662.81
53750	53759121	31010	8" PVC DR 18 20'-22"	\$ 1,422.30	\$1,422.30	\$ -	\$ -	\$ 1,422.30	100%	\$ -	\$ 71.12
53750	53759121	31010	SSMH 0'-8"	\$ 75,284.00	\$75,284.00	\$ -	\$ -	\$ 75,284.00	100%	\$ -	\$ 3,764.20
53750	53759121	31010	SSMH 6'-8"	\$ 36,800.00	\$36,800.00	\$ -	\$ -	\$ 36,800.00	100%	\$ -	\$ 1,840.00
53750	53759121	31010	SSMH 8'-10"	\$ 42,165.00	\$42,165.00	\$ -	\$ -	\$ 42,165.00	100%	\$ -	\$ 2,108.25
53750	53759121	31010	SSMH 10'-12"	\$ 28,650.00	\$28,650.00	\$ -	\$ -	\$ 28,650.00	100%	\$ -	\$ 1,432.50
53750	53759121	31010	SSMH 12'-14"	\$ 32,900.00	\$32,900.00	\$ -	\$ -	\$ 32,900.00	100%	\$ -	\$ 1,645.00
53750	53759121	31010	SSMH 14'-16"	\$ 30,420.00	\$30,420.00	\$ -	\$ -	\$ 30,420.00	100%	\$ -	\$ 1,521.00
53750	53759121	31010	SSMH 16'-18"	\$ 8,820.00	\$8,820.00	\$ -	\$ -	\$ 8,820.00	100%	\$ -	\$ 441.00
53750	53759121	31010	SSMH 20'-22"	\$ 66,000.00	\$66,000.00	\$ -	\$ -	\$ 66,000.00	100%	\$ -	\$ 3,300.00
53750	53759121	31010	Drop Connection	\$ 3,510.00	\$3,510.00	\$ -	\$ -	\$ 3,510.00	100%	\$ -	\$ 175.50
53750	53759121	31010	Adjust Existing Manhole Top	\$ 865.00	\$865.00	\$ -	\$ -	\$ 865.00	100%	\$ -	\$ 43.25
53750	53759121	31010	Inspection & Testing	\$ 47,070.00	\$47,070.00	\$ -	\$ -	\$ 47,070.00	100%	\$ -	\$ 2,353.50
53750	53759121	31010	Single Service	\$ 48,825.00	\$48,825.00	\$ -	\$ -	\$ 48,825.00	100%	\$ -	\$ 2,441.25
53750	53759121	31010	Double Service	\$ 84,560.00	\$84,560.00	\$ -	\$ -	\$ 84,560.00	100%	\$ -	\$ 4,228.00
Sanitary Sewer Total				\$ 1,119,985.25	\$1,119,985.25	\$ -	\$ -	\$ 1,119,985.25	100%	\$ -	\$ 55,999.26

Onsite		Onsite Storm Drainage		Work Completed					Total Completed and Stored to Date	% Complete	Balance to Finish	Retainage
Master	Job	Cost Code	Description of Work	Scheduled Value	Previous Application	Work in Place	This Application	Stored Material				
53750	53759121	31015	12" CPE 0'-8" Cut	\$ 11,506.00	\$ 11,506.00	\$ -	\$ -	\$ -	\$ 11,506.00	100%	\$ -	\$ 575.30
53750	53759121	31015	15" RCP 0'-8" Cut	\$ 75,942.30	\$ 75,942.30	\$ -	\$ -	\$ -	\$ 75,942.30	100%	\$ -	\$ 3,797.12
53750	53759121	31015	19" RCP 10'-12" Cut	\$ 245.60	\$ 245.60	\$ -	\$ -	\$ -	\$ 245.60	100%	\$ -	\$ 12.28
53750	53759121	31015	15" RCP 12'-14" Cut	\$ 256.40	\$ 256.40	\$ -	\$ -	\$ -	\$ 256.40	100%	\$ -	\$ 12.02
53750	53759121	31015	16" RCP 0'-8" Cut	\$ 130,898.60	\$ 130,898.60	\$ -	\$ -	\$ -	\$ 130,898.60	100%	\$ -	\$ 6,544.93
53750	53759121	31015	16" RCP 10'-12" Cut	\$ 7,754.40	\$ 7,754.40	\$ -	\$ -	\$ -	\$ 7,754.40	100%	\$ -	\$ 387.72
53750	53759121	31015	24" CPE 0'-8" Cut	\$ 6,712.00	\$ 6,712.00	\$ -	\$ -	\$ -	\$ 6,712.00	100%	\$ -	\$ 335.60
53750	53759121	31015	24" CPE 10'-12" Cut	\$ 8,847.70	\$ 8,847.70	\$ -	\$ -	\$ -	\$ 8,847.70	100%	\$ -	\$ 442.39
53750	53759121	31015	24" CPE 12'-14" Cut	\$ 31,439.40	\$ 31,439.40	\$ -	\$ -	\$ -	\$ 31,439.40	100%	\$ -	\$ 1,571.97
53750	53759121	31015	24" RCP 0'-8" Cut	\$ 74,092.50	\$ 74,092.50	\$ -	\$ -	\$ -	\$ 74,092.50	100%	\$ -	\$ 3,704.83
53750	53759121	31015	24" RCP 8'-10" Cut	\$ 27,287.50	\$ 27,287.50	\$ -	\$ -	\$ -	\$ 27,287.50	100%	\$ -	\$ 1,364.38
53750	53759121	31015	24" RCP 10'-12" Cut	\$ 35,368.50	\$ 35,368.50	\$ -	\$ -	\$ -	\$ 35,368.50	100%	\$ -	\$ 1,788.43
53750	53759121	31015	24" RCP 12'-14" Cut	\$ 3,972.90	\$ 3,972.90	\$ -	\$ -	\$ -	\$ 3,972.90	100%	\$ -	\$ 198.65
53750	53759121	31015	30" RCP 0'-8" Cut	\$ 33,252.50	\$ 33,252.50	\$ -	\$ -	\$ -	\$ 33,252.50	100%	\$ -	\$ 1,662.63
53750	53759121	31015	30" RCP 8'-10" Cut	\$ 18,917.50	\$ 18,917.50	\$ -	\$ -	\$ -	\$ 18,917.50	100%	\$ -	\$ 945.88
53750	53759121	31015	30" RCP 10'-12" Cut	\$ 44,496.00	\$ 44,496.00	\$ -	\$ -	\$ -	\$ 44,496.00	100%	\$ -	\$ 2,224.80
53750	53759121	31015	30" RCP 12'-14" Cut	\$ 32,012.40	\$ 32,012.40	\$ -	\$ -	\$ -	\$ 32,012.40	100%	\$ -	\$ 1,600.62
53750	53759121	31015	36" RCP 0'-8" Cut	\$ 3,507.50	\$ 3,507.50	\$ -	\$ -	\$ -	\$ 3,507.50	100%	\$ -	\$ 175.38
53750	53759121	31015	36" RCP 8'-10" Cut	\$ 23,027.50	\$ 23,027.50	\$ -	\$ -	\$ -	\$ 23,027.50	100%	\$ -	\$ 1,151.38
53750	53759121	31015	36" RCP 10'-12" Cut	\$ 13,097.70	\$ 13,097.70	\$ -	\$ -	\$ -	\$ 13,097.70	100%	\$ -	\$ 654.89
53750	53759121	31015	36" RCP 12'-14" Cut	\$ 24,901.80	\$ 24,901.80	\$ -	\$ -	\$ -	\$ 24,901.80	100%	\$ -	\$ 1,245.09
53750	53759121	31015	42" RCP 0'-8" Cut	\$ 4,682.50	\$ 4,682.50	\$ -	\$ -	\$ -	\$ 4,682.50	100%	\$ -	\$ 234.13
53750	53759121	31015	42" RCP 8'-10" Cut	\$ 22,476.00	\$ 22,476.00	\$ -	\$ -	\$ -	\$ 22,476.00	100%	\$ -	\$ 1,123.80
53750	53759121	31015	42" RCP 10'-12" Cut	\$ 29,579.60	\$ 29,579.60	\$ -	\$ -	\$ -	\$ 29,579.60	100%	\$ -	\$ 1,478.98
53750	53759121	31015	42" RCP 12'-14" Cut	\$ 59,969.60	\$ 59,969.60	\$ -	\$ -	\$ -	\$ 59,969.60	100%	\$ -	\$ 2,988.48
53750	53759121	31015	48" RCP 0'-8" Cut	\$ 3,558.10	\$ 3,558.10	\$ -	\$ -	\$ -	\$ 3,558.10	100%	\$ -	\$ 177.91
53750	53759121	31015	48" RCP 8'-10" Cut	\$ 1,046.50	\$ 1,046.50	\$ -	\$ -	\$ -	\$ 1,046.50	100%	\$ -	\$ 52.33
53750	53759121	31015	48" RCP 10'-12" Cut	\$ 50,984.20	\$ 50,984.20	\$ -	\$ -	\$ -	\$ 50,984.20	100%	\$ -	\$ 2,549.21
53750	53759121	31015	48" RCP 12'-14" Cut	\$ 65,583.20	\$ 65,583.20	\$ -	\$ -	\$ -	\$ 65,583.20	100%	\$ -	\$ 3,279.16
53750	53759121	31015	Type C Inlet 0'-8"	\$ 11,760.00	\$ 11,760.00	\$ -	\$ -	\$ -	\$ 11,760.00	100%	\$ -	\$ 589.50
53750	53759121	31015	Type C Inlet 0'-10"	\$ 2,175.00	\$ 2,175.00	\$ -	\$ -	\$ -	\$ 2,175.00	100%	\$ -	\$ 108.75
53750	53759121	31015	Type E Inlet 0'-8"	\$ 2,010.00	\$ 2,010.00	\$ -	\$ -	\$ -	\$ 2,010.00	100%	\$ -	\$ 100.50
53750	53759121	31015	Type F Inlet 0'-8"	\$ 7,125.00	\$ 7,125.00	\$ -	\$ -	\$ -	\$ 7,125.00	100%	\$ -	\$ 356.25
53750	53759121	31015	Type F Inlet 8'-10"	\$ 11,655.00	\$ 11,655.00	\$ -	\$ -	\$ -	\$ 11,655.00	100%	\$ -	\$ 582.75
53750	53759121	31015	Type P-5 Inlet 0'-8"	\$ 192,500.00	\$ 192,500.00	\$ -	\$ -	\$ -	\$ 192,500.00	100%	\$ -	\$ 9,625.00
53750	53759121	31015	Type P-6 Inlet 0'-8"	\$ 89,040.00	\$ 89,040.00	\$ -	\$ -	\$ -	\$ 89,040.00	100%	\$ -	\$ 4,452.00
53750	53759121	31015	Type J-5 Inlet 0'-8"	\$ 65,130.00	\$ 65,130.00	\$ -	\$ -	\$ -	\$ 65,130.00	100%	\$ -	\$ 3,256.50
53750	53759121	31015	Type J-6 Inlet 0'-8"	\$ 35,140.00	\$ 35,140.00	\$ -	\$ -	\$ -	\$ 35,140.00	100%	\$ -	\$ 1,757.00
53750	53759121	31015	Type P Manhole 0'-8"	\$ 9,300.00	\$ 9,300.00	\$ -	\$ -	\$ -	\$ 9,300.00	100%	\$ -	\$ 485.00
53750	53759121	31015	Type J Manhole 0'-8"	\$ 38,368.00	\$ 38,368.00	\$ -	\$ -	\$ -	\$ 38,368.00	100%	\$ -	\$ 1,918.40
53750	53759121	31015	Control Structure CS-2	\$ 5,160.00	\$ 5,160.00	\$ -	\$ -	\$ -	\$ 5,160.00	100%	\$ -	\$ 258.00
53750	53759121	31015	Yard Drain	\$ 11,760.00	\$ 11,760.00	\$ -	\$ -	\$ -	\$ 11,760.00	100%	\$ -	\$ 588.00
53750	53759121	31015	30" MBS	\$ 1,400.00	\$ 1,400.00	\$ -	\$ -	\$ -	\$ 1,400.00	100%	\$ -	\$ 70.00
53750	53759121	31015	36" MES	\$ 1,605.00	\$ 1,605.00	\$ -	\$ -	\$ -	\$ 1,605.00	100%	\$ -	\$ 80.25
53750	53759121	31015	48" MES	\$ 14,640.00	\$ 14,640.00	\$ -	\$ -	\$ -	\$ 14,640.00	100%	\$ -	\$ 732.00
53750	53759121	31015	Inspection	\$ 8,490.00	\$ 8,490.00	\$ -	\$ -	\$ -	\$ 8,490.00	100%	\$ -	\$ 424.50
Storm Drainage Total				\$ 1,352,704.40	\$ 1,352,704.40	\$ -	\$ -	\$ -	\$ 1,352,704.40	46.00%	\$ -	\$ 67,835.22

Onsite		Onsite Water Distribution		Work Completed					Total Completed and Stored to Date	% Complete	Balance to Finish	Retainage
Master	Job	Cost Code	Description of Work	Scheduled Value	Previous Application	Work in Place	This Application	Stored Material				
53750	53759121	31020	Tie to Existing Stub-Out	\$ 1,685.00	\$ 1,685.00	\$ -	\$ -	\$ -	\$ 1,685.00	100%	\$ -	\$ 84.25
53750	53759121	31020	6" PVC C900 DR18	\$ 2,173.00	\$ 2,173.00	\$ -	\$ -	\$ -	\$ 2,173.00	100%	\$ -	\$ 108.65
53750	53759121	31020	8" PVC C900 DR18	\$ 173,344.00	\$ 173,344.00	\$ -	\$ -	\$ -	\$ 173,344.00	100%	\$ -	\$ 8,687.20
53750	53759100	31020	10" PVC C900 DR18	\$ 56,850.80	\$ 56,850.80	\$ -	\$ -	\$ -	\$ 56,850.80	100%	\$ -	\$ 2,842.54
53750	53759100	31020	16" DIP Class 150	\$ 86,214.50	\$ 86,214.50	\$ -	\$ -	\$ -	\$ 86,214.50	100%	\$ -	\$ 4,310.73
53750	53759100	31020	24" DIP Class 150	\$ 219,030.00	\$ 219,030.00	\$ -	\$ -	\$ -	\$ 219,030.00	100%	\$ -	\$ 10,951.50
53750	53759121	31020	8" Gate Valve	\$ 64,770.00	\$ 64,770.00	\$ -	\$ -	\$ -	\$ 64,770.00	100%	\$ -	\$ 3,238.50
53750	53759100	31020	10" Gate Valve	\$ 31,110.00	\$ 31,110.00	\$ -	\$ -	\$ -	\$ 31,110.00	100%	\$ -	\$ 1,555.50
53750	53759100	31020	16" Gate Valve	\$ 27,508.00	\$ 27,508.00	\$ -	\$ -	\$ -	\$ 27,508.00	100%	\$ -	\$ 1,375.40
53750	53759100	31020	24" Gate Valve	\$ 89,275.00	\$ 89,275.00	\$ -	\$ -	\$ -	\$ 89,275.00	100%	\$ -	\$ 4,463.75
53750	53759121	31020	8" Check Valve	\$ 5,265.00	\$ 5,265.00	\$ -	\$ -	\$ -	\$ 5,265.00	100%	\$ -	\$ 263.25
53750	53759121	31020	10" C Check Valve	\$ 7,140.00	\$ 7,140.00	\$ -	\$ -	\$ -	\$ 7,140.00	100%	\$ -	\$ 357.00

53750	53759121	31020	Temporary Jumper	\$	2,055.00	\$	2,055.00	\$	-	\$	-	\$	2,055.00	100%	\$	-	\$	102.75
53750	53759121	31020	Fire Hydrant Assembly	\$	95,888.00	\$	95,888.00	\$	-	\$	-	\$	95,888.00	100%	\$	-	\$	4,794.40
53750	53759121	31020	2" Blow-off Assembly	\$	49,590.00	\$	49,590.00	\$	-	\$	-	\$	49,590.00	100%	\$	-	\$	2,479.50
53750	53759121	31020	Miscellaneous Fittings	\$	115,260.00	\$	115,260.00	\$	-	\$	-	\$	115,260.00	100%	\$	-	\$	5,783.00
53750	53759121	31020	Pressure Test & B.T.'s	\$	8,020.00	\$	8,020.00	\$	-	\$	-	\$	8,020.00	100%	\$	-	\$	301.00
53750	53759121	31020	Single Service	\$	81,020.00	\$	81,020.00	\$	-	\$	-	\$	81,020.00	100%	\$	-	\$	4,051.00
53750	53759121	31020	Double Service	\$	49,770.00	\$	49,770.00	\$	-	\$	-	\$	49,770.00	100%	\$	-	\$	2,488.50
53750	53759100	31020	16" Check Valve	\$	17,045.00	\$	17,045.00	\$	-	\$	-	\$	17,045.00	100%	\$	-	\$	852.25
Water Main Total				\$	1,181,013.30	\$	1,181,013.30	\$	-	\$	-	\$	1,181,013.30	100%	\$	-	\$	59,050.87

Onsite		Onsite		Onsite Reclaim Water Distribution													
Master	Job	Cost Code	Description of Work	Work Completed					Total Completed and Stored to Date	% Complete	Balance to Finish	Retainage					
				Scheduled Value	Previous Application	This Application											
						Work in Place	Stored Material										
53750	53759121	31025	Tie In Existing Sub-Out	\$	1,685.00	\$	1,685.00	\$	-	\$	1,685.00	100%	\$	-	\$	84.25	
53750	53759121	31025	6" PVC C900 DR18	\$	105,525.00	\$	105,525.00	\$	-	\$	105,525.00	100%	\$	-	\$	5,278.25	
53750	53759121	31025	8" PVC C900 DR18	\$	57,050.00	\$	57,050.00	\$	-	\$	57,050.00	100%	\$	-	\$	2,852.50	
53750	53759100	31025	16" DIP Class 150	\$	60,815.00	\$	60,815.00	\$	-	\$	60,815.00	100%	\$	-	\$	3,030.75	
53750	53759121	31025	6" Gate Valve	\$	36,290.00	\$	36,290.00	\$	-	\$	36,290.00	100%	\$	-	\$	1,814.50	
53750	53759121	31025	8" Gate Valve	\$	26,817.00	\$	26,817.00	\$	-	\$	26,817.00	100%	\$	-	\$	1,340.85	
53750	53759100	31025	16" Gate Valve	\$	6,805.00	\$	6,805.00	\$	-	\$	6,805.00	100%	\$	-	\$	340.25	
53750	53759121	31025	2" Blow-off Assembly	\$	5,280.00	\$	5,280.00	\$	-	\$	5,280.00	100%	\$	-	\$	264.00	
53750	53759121	31025	Miscellaneous Fittings	\$	57,170.00	\$	57,170.00	\$	-	\$	57,170.00	100%	\$	-	\$	2,838.50	
53750	53759121	31025	Pressure Test	\$	21,240.00	\$	21,240.00	\$	-	\$	21,240.00	100%	\$	-	\$	1,062.00	
53750	53759121	31025	4" PVC C900 DR18	\$	14,329.00	\$	14,329.00	\$	-	\$	14,329.00	100%	\$	-	\$	716.45	
53750	53759121	31025	4" Gate Valve	\$	4,125.00	\$	4,125.00	\$	-	\$	4,125.00	100%	\$	-	\$	206.25	
53750	53759121	31025	Single Service	\$	8,100.00	\$	8,100.00	\$	-	\$	8,100.00	100%	\$	-	\$	405.00	
53750	53759121	31025	Double Service	\$	105,840.00	\$	105,840.00	\$	-	\$	105,840.00	100%	\$	-	\$	5,292.00	
53750	53759121	31025	2" Single Service	\$	2,135.00	\$	2,135.00	\$	-	\$	2,135.00	100%	\$	-	\$	106.75	
Reclaim Water Total				\$	513,006.00	\$	513,006.00	\$	-	\$	513,006.00	\$	15.00	\$	-	\$	25,650.30

Onsite	Onsite	Onsite Concrete & Roadwork																	
Master	Job	CostCode	Description of Work	Work Completed					Total Completed and Stored to Date	% Complete	Balance to Finish	Retainage							
				Scheduled Value	Previous Application	This Application													
		Work in Place	Stored Material																
53750	53759121	31030	9" Stabilized Subgrade (>LBR 40)	\$	214,522.00	\$	214,522.00	\$	-	\$	-	\$	214,522.00	100%	\$	-	\$	10,726.10	
53750	53759100	31030	12" Stabilized Subgrade (>LBR 40)	\$	18,090.00	\$	18,090.00	\$	-	\$	-	\$	18,090.00	100%	\$	-	\$	904.50	
53750	53759100	31030	7.5" Limerock Base	\$	385,846.00	\$	385,846.00	\$	-	\$	-	\$	385,846.00	100%	\$	-	\$	19,282.30	
53750	53759121	31040	5" Concrete Sidewalk (4" Thick)	\$	108,627.75	\$	108,627.75	\$	-	\$	-	\$	108,627.75	100%	\$	-	\$	5,431.39	
53750	53759121	31040	5" Handicapped Ramps (per Osc. Co. Std.)	\$	42,900.00	\$	42,900.00	\$	-	\$	-	\$	42,900.00	100%	\$	-	\$	2,145.00	
53750	53759100	31045	Type A Median Curb	\$	9,517.20	\$	9,517.20	\$	-	\$	-	\$	9,517.20	100%	\$	-	\$	475.86	
53750	53759121	31045	Type D Curb	\$	54,070.20	\$	54,070.20	\$	-	\$	-	\$	54,070.20	100%	\$	-	\$	2,703.51	
53750	53759100	31045	Type F Curb and Gutter	\$	10,492.00	\$	10,492.00	\$	-	\$	-	\$	10,492.00	100%	\$	-	\$	524.60	
53750	53759121	31045	Miami Curb	\$	163,501.65	\$	163,501.65	\$	-	\$	-	\$	163,501.65	100%	\$	-	\$	8,175.08	
53750	53759121	31045	Valley Gutter	\$	11,398.75	\$	11,398.75	\$	-	\$	-	\$	11,398.75	100%	\$	-	\$	569.94	
53750	53759121	31050	1.5 Type S Asphalt	\$	275,407.68	\$	275,407.68	\$	-	\$	-	\$	275,407.68	100%	\$	-	\$	13,770.38	
53750	53759100	31050	2.5" Type S Asphalt (2 Lifts)	\$	39,732.20	\$	39,732.20	\$	-	\$	-	\$	39,732.20	100%	\$	-	\$	1,986.61	
53750	53759121	31240	Striping & Striping	\$	24,080.00	\$	24,080.00	\$	-	\$	-	\$	24,080.00	100%	\$	-	\$	1,204.00	
53750	53759100	33240	Retaining Wall	\$	171,971.25	\$	171,971.25	\$	-	\$	-	\$	171,971.25	100%	\$	-	\$	8,598.58	
Concrete & Roadwork Total				\$	1,529,956.68	\$	1,529,956.68	\$	-	\$	-	\$	1,529,956.68	\$	14.00	\$	-	\$	76,497.83

Onsite Base Total \$ 7,593,459.50 \$ 7,592,645.50 \$ 814.00 \$ - \$ 7,593,459.50 100% \$ - \$ 378,672.98

Offsite	Offsite	Offsite Concrete & Roadwork														
Master	Job	Cost Code	Description of Work	Work Completed					Total Completed and Stored to Date	% Complete	Balance to Finish	Retainage				
				Scheduled Value	Previous Application	This Application										
						Work in Place	Stored Material									
53750	53759100	31030	12" Stabilized Subgrade (>LBR 40)	\$	91,498.50	\$	91,498.50	\$	-	\$	91,498.50	100%	\$	-	\$	4,574.93
53750	53759100	31030	7.5" Limerock Base	\$	160,330.50	\$	160,330.50	\$	-	\$	160,330.50	100%	\$	-	\$	8,016.53
53750	53759100	31040	6" Concrete Sidewalk (4" Thick)	\$	63,360.00	\$	63,360.00	\$	-	\$	63,360.00	100%	\$	-	\$	3,168.00
53750	53759100	31040	8" Handicapped Ramps (per Osc. Co. Std.)	\$	9,420.00	\$	9,420.00	\$	-	\$	9,420.00	100%	\$	-	\$	471.00
53750	53759100	31045	Type A Median Curb	\$	39,963.00	\$	39,963.00	\$	-	\$	39,963.00	100%	\$	-	\$	1,998.15
53750	53759100	31045	Type F Curb and Gutter	\$	67,746.50	\$	67,746.50	\$	-	\$	67,746.50	100%	\$	-	\$	3,387.33
53750	53759100	31050	2.5" Type S Asphalt (2 Lifts)	\$	200,999.70	\$	200,999.70	\$	-	\$	200,999.70	100%	\$	-	\$	10,049.99
53750	53759100	31240	Signage & Striping	\$	50,555.00	\$	10,210.90	\$	31,344.10	\$	50,555.00	100%	\$	-	\$	2,527.75
Concrete & Roadwork Total				\$	683,873.20	\$	652,529.10	\$	31,344.10	\$	683,873.20	8.00	\$	-	\$	34,193.66

Offsite Base Total	\$	683,873.20	\$	652,529.10	\$	31,344.10	\$	-	\$	683,873.20	100%	\$	-	\$	34,193.66
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Onsite Base Total	\$	7,593,459.50	\$	7,592,645.50	\$	814.00	\$	-	\$	7,593,459.50	100%	\$	-	\$	379,672.98
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Offsite Base Total	\$	683,873.20	\$	652,529.10	\$	31,344.10	\$	-	\$	683,873.20	#DIV/0!	\$	-	\$	34,193.66
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Contract Base Total	\$	8,277,332.70	\$	8,245,174.60	\$	32,158.10	\$	-	\$	8,277,332.70	#DIV/0!	\$	-	\$	413,866.64
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Change Orders				Work Completed						Total Completed and Stored to Date	% Complete	Balance to Finish	Retainage
Master	Job	Cost Code	Description of Work	Scheduled Value	Previous Application	This Application							
						Work In Place	Stored Material						
53750			Change Order 1										
53750	53759100	30030	Slit Fence	\$ 1,210.00	\$ 1,210.00	\$ -	\$ -	\$ 1,210.00	100%	\$ -	\$ 60.50		
53750	53759100	30020	Clear Trees & Burn Onsite	\$ 6,630.00	\$ 6,630.00	\$ -	\$ -	\$ 6,630.00	100%	\$ -	\$ 331.50		
53750	53759100	30020	Strip Site	\$ 570.00	\$ 570.00	\$ -	\$ -	\$ 570.00	100%	\$ -	\$ 28.50		
53750	53759100	31620	Change Order 2 Booster Pump Station	\$ 214,495.60	\$ 214,495.60	\$ -	\$ -	\$ 214,495.60	100%	\$ -	\$ 10,724.78		
53750	53759100	30540	Change Order 3 Demuck and Sockpile	\$ 319,860.00	\$ 319,860.00	\$ -	\$ -	\$ 319,860.00	100%	\$ -	\$ 15,993.00		
53750	53759100	30030	Change Order 4 Erosion Control	\$ 62,638.04	\$ 62,638.05	\$ -	\$ -	\$ 62,638.05	100%	\$ (0.01)	\$ 3,131.80		
53750	53759100	30030	As-Bulks	\$ 935.00	\$ 935.00	\$ -	\$ -	\$ 935.00	100%	\$ -	\$ 46.75		
53750	53759100	30030	Construction Layout	\$ 2,750.00	\$ 2,750.00	\$ -	\$ -	\$ 2,750.00	100%	\$ -	\$ 137.50		
53750	53759121	31010	Sanitary Sewer	\$ 63,074.80	\$ 63,074.80	\$ -	\$ -	\$ 63,074.60	100%	\$ -	\$ 3,153.74		
53750	53759121	31015	Storm Sewer	\$ 16,869.63	\$ 16,869.62	\$ -	\$ -	\$ 16,868.82	100%	\$ 0.01	\$ 944.48		
53750	53759121	31020	Water Main	\$ 84,776.44	\$ 84,776.44	\$ -	\$ -	\$ 84,776.44	100%	\$ -	\$ 4,238.62		
53750	53759121	31010	Services	\$ 12,720.86	\$ 12,720.86	\$ -	\$ -	\$ 12,720.86	100%	\$ -	\$ 636.04		
53750	53759121	31025	Reclaim Main	\$ 211,209.95	\$ 211,209.95	\$ -	\$ -	\$ 211,209.95	100%	\$ -	\$ 10,560.50		
53750	53759100	31030	12" Stabilized Subgrade (p-LBR40)	\$ 23,723.00	\$ 23,723.00	\$ -	\$ -	\$ 23,723.00	100%	\$ -	\$ 1,186.15		
53750	53759100	31040	5" Concrete Flat Work	\$ 49,731.00	\$ 49,731.00	\$ -	\$ -	\$ 49,731.00	100%	\$ -	\$ 2,488.55		
53750	53759100	31045	Curb	\$ 12,566.75	\$ 12,566.75	\$ -	\$ -	\$ 12,566.75	100%	\$ -	\$ 628.34		
53750	53759100	31050	Asphalt	\$ 20,785.60	\$ 20,785.60	\$ -	\$ -	\$ 20,785.60	100%	\$ -	\$ 1,038.28		
53750	53759100	31620	Force Main/Lift Station	\$ 56,591.48	\$ 56,591.48	\$ -	\$ -	\$ 56,591.48	100%	\$ -	\$ 2,820.57		
53750	53759100	33240	Retaining Walls	\$ 217,153.35	\$ 217,153.35	\$ -	\$ -	\$ 217,153.35	100%	\$ -	\$ 10,857.67		
53750	53759100	31240	Signage & Striping	\$ 1,210.00	\$ 1,210.00	\$ -	\$ -	\$ 1,210.00	100%	\$ -	\$ 60.50		
53750	53759100	30030	SWPPP Compliance	\$ 1,100.00	\$ 1,100.00	\$ -	\$ -	\$ 1,100.00	100%	\$ -	\$ 55.00		
53750	53759100	30030	Geo-Technical Testing	\$ 1,024.50	\$ 1,024.50	\$ -	\$ -	\$ 1,024.50	100%	\$ -	\$ 96.23		
53750			Change Order 5 -Amenity Mass Grade and Pond Outfalls								\$ -		
53750	53759100	30510	Mass Excavation & Rough Grade	\$ 59,762.50	\$ 59,762.50	\$ -	\$ -	\$ 59,762.50	100%	\$ -	\$ 2,968.13		
53750	53759100	31015	15" RCP 0-6' Cut	\$ 4,384.80	\$ 4,384.80	\$ -	\$ -	\$ 4,384.80	100%	\$ -	\$ 219.24		
53750	53759100	31015	15" RCP 10-12' Cut	\$ 1,228.00	\$ 1,228.00	\$ -	\$ -	\$ 1,228.00	100%	\$ -	\$ 61.40		
53750	53759100	31015	18" RCP 0-6' Cut	\$ 1,687.20	\$ 1,687.20	\$ -	\$ -	\$ 1,687.20	100%	\$ -	\$ 84.36		
53750	53759100	31015	15" MES	\$ 2,250.00	\$ 2,250.00	\$ -	\$ -	\$ 2,250.00	100%	\$ -	\$ 112.60		
53750	53759100	31015	18" MES	\$ 925.00	\$ 925.00	\$ -	\$ -	\$ 925.00	100%	\$ -	\$ 46.25		
53750			Change Order 6- Added MH to PH2								\$ -		
53750	53759100	31010	8" PVC SDR 18 26'-28"	\$ 5,122.15	\$ 5,122.15	\$ -	\$ -	\$ 5,122.15	100%	\$ -	\$ 256.11		
53750	53759100	31010	SSMH 26'-28"	\$ 24,842.00	\$ 24,842.00	\$ -	\$ -	\$ 24,842.00	100%	\$ -	\$ 1,242.10		
53750			Change Order 7 -Sleeve's Westside Blvd.								\$ -		
53750	53759121		2" Conduit Sleeve's	\$ 8,930.00	\$ 8,930.00	\$ -	\$ -	\$ 8,930.00	100%	\$ -	\$ 346.50		
53750	53759121		4" Conduit Sleeve's	\$ 8,840.00	\$ 8,840.00	\$ -	\$ -	\$ 8,840.00	100%	\$ -	\$ 442.00		
53750	53759121		6" Conduit Sleeve's	\$ 11,850.00	\$ 11,850.00	\$ -	\$ -	\$ 11,850.00	100%	\$ -	\$ 592.50		
53750			On-Site								\$ -		
53750	53759121		2" Conduit Sleeve's	\$ 20,955.00	\$ 20,955.00	\$ -	\$ -	\$ 20,955.00	100%	\$ -	\$ 1,047.75		
53750	53759121		4" Conduit Sleeve's	\$ 28,080.00	\$ 28,080.00	\$ -	\$ -	\$ 28,080.00	100%	\$ -	\$ 1,404.00		
53750	53759100		6" Conduit Sleeve's	\$ 25,650.00	\$ 25,650.00	\$ -	\$ -	\$ 25,650.00	100%	\$ -	\$ 1,282.50		
53750			Change Order 8-2 Lifts Asphalt for On-Site Roads								\$ -		
53750	53759100	31050	Deduct of Asphalt From Original Contract	\$ (22,574.40)	\$ (22,574.40)	\$ -	\$ -	\$ (22,574.40)	100%	\$ -	\$ (1,126.72)		
53750	53759100	31050	Additional 1" Lift of Asphalt SP 8.5	\$ 252,833.28	\$ 252,833.28	\$ -	\$ -	\$ 252,833.28	100%	\$ -	\$ 12,841.66		
53750			Change Order 9- Added Check Valve's								\$ -		
53750	53759100	31020	6" Check Valve Assembly Fittings	\$ 4,218.00	\$ 4,218.00	\$ -	\$ -	\$ 4,218.00	100%	\$ -	\$ 210.90		
53750	53759100	31020	6" Gate Valve Added Under Assembly	\$ 3,831.00	\$ 3,831.00	\$ -	\$ -	\$ 3,831.00	100%	\$ -	\$ 191.55		
53750	53759100	31020	16" Check Valve Assembly	\$ 5,940.00	\$ 5,940.00	\$ -	\$ -	\$ 5,940.00	100%	\$ -	\$ 297.00		
53750	53759100	31020	16" Gate Valve Added Under Assembly	\$ 6,877.00	\$ 6,877.00	\$ -	\$ -	\$ 6,877.00	100%	\$ -	\$ 343.85		
53750			Change Order 10- Master Meters								\$ -		
53750	53759100	31020	6" Master Meter Assembly and Fittings	\$ 15,948.00	\$ 15,948.00	\$ -	\$ -	\$ 15,948.00	100%	\$ -	\$ 797.40		
53750	53759100	31020	8" Master Meter Assembly and Fittings	\$ 42,184.00	\$ 42,184.00	\$ -	\$ -	\$ 42,184.00	100%	\$ -	\$ 2,109.20		
53750			Change Order 11-Well Abandonment								\$ -		

53750	53759100	Existing Well Abandonment	\$ 14,743.00	\$ 14,743.00	\$ -	\$ -	\$ 14,743.00	100%	\$ -	\$ 737.15
		Change Order 12 -Fence Deduct								\$ -
		6' High PVC Fence	\$ (93,239.00)	\$ (93,239.00)	\$ -	\$ -	\$ (93,239.00)	100%	\$ -	\$ (4,661.95)
		Change Order 12 -Concrete Curb and Sidewalk Deduct and Concrete Increase								\$ -
53750		5' Sidewalk	\$ (70,295.50)	\$ (70,295.50)	\$ -	\$ -	\$ (70,295.50)	100%	\$ -	\$ (3,614.78)
53750		Type A- Median Curb	\$ (6,814.50)	\$ (6,814.50)	\$ -	\$ -	\$ (6,814.50)	100%	\$ -	\$ (340.73)
53750		D-Curb	\$ (35,183.25)	\$ (35,183.25)	\$ -	\$ -	\$ (35,183.25)	100%	\$ -	\$ (1,750.16)
		Concrete Increase	\$ -	\$ -						\$ -
53750		5' Sidewalk	\$ 4,181.70	\$ 4,181.70	\$ -	\$ -	\$ 4,181.70	100%	\$ -	\$ 209.09
53750		5' Sidewalk Off-Site	\$ 12,337.20	\$ 12,337.20	\$ -	\$ -	\$ 12,337.20	100%	\$ -	\$ 616.86
53750		Handicap Ramps	\$ 2,700.00	\$ 2,700.00	\$ -	\$ -	\$ 2,700.00	100%	\$ -	\$ 135.00
		Change Order 13 Import Stabilizer -Amenity Site								\$ -
53750		Import Clay Stabilizer Material	\$ 16,335.00	\$ 16,335.00	\$ -	\$ -	\$ 16,335.00	100%	\$ -	\$ 816.75
		Change Order 14 Import Fill PH2								\$ -
53750		Imported Fill	\$ 74,880.00	\$ 74,880.00	\$ -	\$ -	\$ 74,880.00	100%	\$ -	\$ 3,744.00
53750		Loader Operator	\$ 1,097.50	\$ 1,097.50	\$ -	\$ -	\$ 1,097.50	100%	\$ -	\$ 54.88
53750		JD544 Loader	\$ 3,293.50	\$ 3,293.50	\$ -	\$ -	\$ 3,293.50	100%	\$ -	\$ 164.68
		Change Order 15 -Additional 1" Lift of Asphalt Deduct Additional 1" Lift of Asphalt SP 9.5	\$ (252,833.28)	\$ (252,833.28)	\$ -	\$ -	\$ (252,833.28)	100%	\$ -	\$ (12,641.66)
		Change Order Total	\$ 1,567,491.88	\$ 1,567,491.88	\$ -	\$ -	\$ 1,567,491.88	57.00%	\$ -	\$ 78,374.59
		Contract Base Total	\$ 8,277,332.70	\$ 8,245,174.60	\$ 32,158.10	\$ -	\$ 8,277,332.70	100%	\$ -	\$ 413,866.64
		Change Order Total	\$ 1,567,491.88	\$ 1,567,491.88	\$ -	\$ -	\$ 1,567,491.88	57.00%	\$ -	\$ 78,374.59
		Revised Contract Total	\$ 9,844,824.58	\$ 9,812,666.48	\$ 32,158.10	\$ -	\$ 9,844,824.58	100%	\$ -	\$ 492,241.23

B

RESOLUTION 2018-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WESTSIDE COMMUNITY DEVELOPMENT DISTRICT APPROVING THE DEVELOPER FUNDING AGREEMENT WITH MATTAMY ORLANDO, LLC., TO ENSURE FUNDING FOR A PORTION OF THE FISCAL YEAR 2017-2018 BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Westside Community Development District (“the District”) is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of financing, constructing, providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District, and has the ability to impose and levy assessments on land within the boundaries of the District; and

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

WHEREAS, Mattamy Orlando, LLC (the “Developer”) presently owns and/or is developing certain real property within the District known as the Solara Development, which property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District (the “Property”); and

WHEREAS, the District has adopted its general fund budget for the Fiscal Year 2018, which year commenced on October 1, 2017, and concludes on September 30, 2018 (“FY 2017-2018 Budget”); and

WHEREAS, the Developer is constructing several elements of public infrastructure on the Property which are anticipated to be acquired by the District utilizing certain funds from the District’s \$3,165,000 Westside Community Development District, Solara Phase 1 Assessment Area, Series 2018 Special Revenue Bonds (“Series 2018 Bonds”); and

WHEREAS, as part of the process of issuing the Series 2018 Bonds, the District and underwriter of the Series 2018 Bonds requires that Mattamy enter into a funding agreement for the portion of the FY 2017-2018 Budget as it relates to the Property; and

WHEREAS, the District desires to execute and enter into a Developer Funding Agreement with the District, attached hereto and incorporated herein as **Exhibit “A”**, to allow the District to proceed with the issuance of the Series 2018 Bonds and ensure the funding of the portion of the FY 2017-2018 Budget as it relates to the Property.

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

1. DEVELOPER FUNDING AGREEMENT. The District hereby approves and adopts the Developer Funding Agreement with Developer for the portion of the FY 2018-2018 Budget as it relates to the Property, in substantially the form as attached in Exhibit "A", subject to review by District staff.

5. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

6. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 26th day of February, 2018.

ATTEST:

**WESTSIDE COMMUNITY
DEVELOPMENT DISTRICT**

Name: _____
Secretary/Asst. Secretary

By: _____

Name: _____
Chairman/Vice-Chairman

Exhibit “A”

Developer Funding Agreement

**Westside Community Development District
Fiscal Year 2017-2018 Funding Agreement**

This **Agreement** is made and entered into this 26th day of February, 2018, by and among:

WESTSIDE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in the City of Orlando, Orange County, Florida (hereinafter "District"), and

MATTAMY ORLANDO, LLC, a Florida limited liability company, the primary landowner and developer in the District (hereinafter "Developer").

Recitals

WHEREAS, the District was established by Osceola County Ordinance No. 04-34 and expanded by Osceola County Ordinance 07-19; and

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

WHEREAS, Developer presently owns and/or is developing real property within the District known as the Solara Development, which property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District (the "Property"); and

WHEREAS, the District has adopted its general fund budget for the Fiscal Year 2018, which year commenced on October 1, 2017, and concludes on September 30, 2018 ("FY 2017-2018 Budget), attached hereto and incorporated herein by reference as **Exhibit A**; and

WHEREAS, both parties recognize that the FY 2017-2018 Budget may be amended from time to time in the sole discretion of the District; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all land, including the Property, that will benefit from the activities, operations, and services set forth in the FY 2017-2018 Budget, or utilizing such other revenue sources as may be available to it; and

WHEREAS, the Developer is constructing several elements of public infrastructure on the Property which are anticipated to be acquired by the District utilizing certain funds from the District's \$3,165,000 Westside Community Development District, Solara Phase 1 Assessment Area, Series 2018 Special Revenue Bonds ("Series 2018 Bonds"); and

WHEREAS, as part of the process of issuing the Series 2018 Bonds, the District and underwriter of the Series 2018 Bonds requires that Mattamy enter into a funding agreement for the portion of the FY 2017-2018 Budget as it relates to the Property; and

WHEREAS, the Developer agrees that the activities, operations, and services provide a special and peculiar benefit equal to or in excess of the costs, described in the portion of the FY 2017-2018 Budget relating to the Property; and

WHEREAS, the Developer agrees to enter into this Agreement in lieu of having the District collect any non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations, and services set forth in the FY 2017-18 Budget.

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

1. The Developer agrees to make available to the District the monies necessary for the operation of the District as called for in the portion of the FY 2017-2018 Budget related to the Property, attached hereto as **Exhibit A** (as finalized and amended from time to time), within thirty (30) days of written request by the District. The funds shall be placed in the District's general checking account. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District on the Property.

2. District shall have the right to file a continuing lien upon the Property described in Exhibit A for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses, and court costs incurred by the District incident to the collection of funds under this Agreement and for enforcement of this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens, and encumbrances in order to preserve and protect the District's lien. The lien shall be effective as of the date and time of the recording of a "Notice of Lien for FY 2017-2018 Budget" in the public records of Orange County, Florida, stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for FY 2017-2018 Budget on behalf of the District, without need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holders to the Property to pay the amount due under this Agreement, or may foreclose the lien against the Property in any manner authorized by law. In the event the Developer sells any of the Property after the execution of this Agreement, the Developers' rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a lien upon the remaining Property owned by the Developer.

3. In the alternative or in addition to the collection method set forth in Paragraph 2 above, the District may enforce the collection of funds under this Agreement by action against the Developer in the appropriate judicial forum in and for Orange County, Florida. The

enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

4. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

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

6. This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.

7. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement through the imposition and enforcement of a contractual or other lien on property owned by the Developer.

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

9. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

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

11. The Agreement shall take effect as of February 26, 2018.

**SIGNATURE PAGE FOR DEVELOPER FUNDING AGREEMENT BETWEEN
WESTSIDE COMMUNITY DEVELOPMENT DISTRICT & MATTAMY ORLANDO**

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

Attest:

**Westside Community Development
District**

Secretary

Chair, Board of Supervisors

Witnesses:

Mattamy Orlando, LLC
a Florida limited liability company

By: _____

[Print Name]

By: _____

Its: _____

[Print Name]

Exhibit A: Fiscal Year 2017-2018 Budget

Resolution 2018-06
Solara Funding Agreement

RESOLUTION 2018-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WESTSIDE COMMUNITY DEVELOPMENT DISTRICT ACCEPTING THE CONVEYANCE OF REAL PROPERTY INTERESTS AND IMPROVEMENTS RELATING TO THE SOLARA SERIES 2018 PROJECT; AUTHORIZING DISTRICT STAFF AND THE CHAIRMAN TO REVIEW, EXECUTE AND DELIVER ACCEPT ALL DEEDS AND OTHER DOCUMENTS TO EFFECTUATE SUCH CONVEYANCE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Westside Community Development District (the “District”) is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “Act”), by Osceola County Ordinance 04-34 and expanded by County Ordinance 07-19 (collectively referred to as “the Ordinance”); and

WHEREAS, the District has the authority, generally under the Act and the Ordinance, and specifically under Section 190.012, *Florida Statutes*, to acquire real property and improvements for, among other things, the purposes of operating and maintaining systems, facilities, and basic infrastructure within the District; and

WHEREAS, the District has the authority, generally under Florida Law and the Act, and specifically under Section 190.011(7)(a), *Florida Statutes*, to acquire, dispose of any real property, dedications or platted reservations in any manner so long as it is in the best interest of the District; and

WHEREAS, the District is in the process of issuing it’s \$3,165,000 Westside Community Development District, Solara Phase 1 Assessment Area, Special Revenue Bonds, Series 2018 (“Series 2018 Bonds”) which shall, in part, pay for the acquisition of certain infrastructure within a portion of the Solara Development (the “Solara Series 2018 Project”); and

WHEREAS, Mattamy Orlando, LLC, a Florida limited liability company (“Mattamy”), has proposed the transfer to and acceptance by the District of certain parcels of property with related public improvements related to Solara Series 2018 Project, more particularly described on Exhibit “A” attached hereto and incorporated herein by this reference (the “Property”); and

WHEREAS, subject to the final review of District staff, which includes, but is not limited to, the District Engineer, District Counsel and the District Manager, Mattamy has substantially complied with the requirements for conveyance of the property to the District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the Westside Community Development District (the “Board”), as follows:

1. Incorporation of Recitals. The above recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

2. Approval of Acquisition of Solara Series 2018 Project Property. The Board hereby approves the acceptance of the Property, including related improvements, as set forth in the above recitals, and the acceptance of the documents related thereto as noted in Exhibit "B", together with all other documents relating to the conveyance and acceptance of the Property (the "Conveyance Documents"), subject to the final review and sign off of District Staff.

3. Delegation of Authority to Chairman. Upon District Staff's review and approval of the Conveyance Documents and any documentation reasonably associated with the conveyance described herein, the Chairman of the Board (the "Chairman") is authorized to negotiate and accept the deeds and the Completion Agreement, together with all other Conveyance Documents on behalf of the District. The Chairman shall be authorized to negotiate, execute and deliver any other document necessary to effectuate the intent of this Resolution. The terms and conditions of all documents to be accepted or executed in connection with any of the foregoing shall be acceptable by the District Staff and the Chairman, and the execution, acceptance and delivery of any such document or instrument by the Chairman shall constitute conclusive evidence that the terms and conditions contained in said documents have been approved by the District.

4. Authorization of District Staff. The District Staff, which shall include the District Manager, District Counsel, District Bond Counsel and the District Engineer, are hereby authorized on behalf of the District to take such actions and to implement the foregoing provisions as deemed necessary or appropriate, including the preparation of any necessary documentation and the performance of any actions necessary or prudent to effectuate the intent of this Resolution.

5. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

6. Effective Date. This Resolution shall take effect immediately upon its adoption.

[Continues on the Following Pages]

PASSED in public meeting of the Board of Supervisors of the Westside Community Development District, this 20th day of February, 2018.

**WESTSIDE COMMUNITY
DEVELOPMENT DISTRICT**

Attest:

Print: _____
Secretary/Asst. Secretary

By: _____
Drew Able
Chairman

EXHIBIT “A”

THE PROPERTY

Tracts CE-1, LS-1, P-1, P-2, P-3, T, U, V, W and X, SOLARA RESORT, according to the plat thereof, as recorded in Plat Book 25, Pages 175 through 182, inclusive, Public Records of Osceola County, Florida.

EXHIBIT "B"

INDEX

- B-1 Engineer's Certificate
- B-2. Special Warranty Deed
- B-3 Lien and Possession Affidavit
- B-4. Agreement Regarding Taxes
- B-5. Bill of Sale and Assignment

SECTION IV

**FIRST AMENDMENT TO AGREEMENT BETWEEN WESTSIDE COMMUNITY
DEVELOPMENT DISTRICT AND GOVERNMENTAL MANAGEMENT SERVICES -
CENTRAL FLORIDA, LLC REGARDING THE PROVISION OF DISTRICT
MANAGEMENT SERVICES**

This Amendment (the “Amendment”) is made and entered into this ____ day of February, 2018, by and between:

Westside Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Osceola County, Florida, and whose mailing address is 135 West Central Boulevard, Suite 320, Orlando, Florida 32801 (the “District”); and

Governmental Management Services - Central Florida, LLC, whose address is 135 West Central Boulevard, Suite 320, Orlando, Florida 32801 (the “Manager,” and together with the District, the “Parties”).

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscape improvements and other public infrastructure; and

WHEREAS, the District and the Manager previously entered into that certain *Agreement for District Management Services*, dated May 6, 2008 (the “Agreement”) whereby the Manager shall provide certain general management, administrative, accounting and financial services to the District (the “District Management Services”); and

WHEREAS, the General Terms and Conditions of the Agreement provide that any amendment or change to the Agreement shall be in writing and executed by both the District and the Manager; and

WHEREAS, on February ____, 2018, the District issued its Westside Community Development District Special Assessment Revenue Bonds, Series 2018 (Solara Phase I Assessment Area) (the “Series 2018 Bonds”) and, in connection with such issuance, entered that certain *Continuing Disclosure Agreement* (the “CDA”), a copy of which is attached as Appendix D to the District’s *Official Statement* related to such issuance; and

WHEREAS, pursuant to the CDA, the District desires to appoint the Manager as Dissemination Agent (as defined in the CDA); and

WHEREAS, the Manager desires to accept the responsibilities and obligations of the Dissemination Agent as detailed in the CDA in order to provide the continuing disclosure services with respect to the Series 2018 Bonds in accordance with the CDA and Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934 (the “Rule”), as the same may be amended from time to time; and

WHEREAS, the Parties accordingly have a need to enter into this Amendment to provide for the provision of the continuing disclosure dissemination services by the Manager.

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

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

SECTION 2. AMENDMENT OF AGREEMENT. In addition to the scope of services set forth in the Agreement, the Manager shall additionally provide the continuing disclosure dissemination services (hereinafter, the "Additional Services") as set forth in more detail in the attached **Composite Exhibit A**, which is incorporated herein by reference. Consistent with the Agreement, the continuing disclosure dissemination services shall be provided at an annual cost of Three Thousand Five Hundred Dollars (\$3,500.00). Such amounts shall be remitted to the Manager in accordance with the terms of the Agreement.

SECTION 3. TERMINATION OF ADDITIONAL SERVICES. The District may elect to terminate all or any portion of the provision of the Additional Services by the Manager with thirty (30) days notice without cause, or immediately with cause. The District's termination of the Manager's provision of the Additional Services provided hereunder shall have no impact on the Manager's provision of the District Management Services provided pursuant to the Agreement. Any termination of the District Management Services shall be separately effectuated in the manner set forth in the Agreement.

SECTION 4. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Amendment shall not affect the validity or enforceability of the remaining portions of this Amendment or the Agreement, or any part of this Amendment not held to be invalid or unenforceable.

SECTION 5. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Amendment.

IN WITNESS WHEREOF, the Parties execute this Amendment to be effective the day and year first written above.

Attest:

**WESTSIDE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

Witness:

**GOVERNMENTAL MANAGEMENT
SERVICES - CENTRAL FLORIDA, LLC**

(Signature of Witness)

By: _____
Its: _____

(Print Name of Witness)

Composite Exhibit A: Additional Services

Composite Exhibit A

Additional Services

Dissemination Agent Services

The Manager, as Dissemination Agent, shall have such duties and obligations as are specifically set forth in the CDA. The District (or Mattamy Orlando, LLC, as applicable) will timely supply all information requested by the Manager in order to allow the Manager to comply with the requirements of the CDA. The information to be collected and disseminated by the Manager will be produced by the District or Mattamy Orlando, LLC, as applicable. The Manager's duties are those of collection, collation, and dissemination, and not of authorship or creation. Consequently, the Manager shall have no responsibility for the content of the information disseminated by it, except to the extent that such information is authored, created, or maintained by the Manager while under contract to provide the District Management Services to the District.

SECTION V



Landscape Management Agreement

Client Name/Billing Address:

Westside Community Development District
135 W. Central Blvd., Suite 320
Orlando, FL 32801

Property Name/Address:

Westside Community Development District
Westside Blvd.
Kissimmee, FL 34747

Property Contact:

Brian Smith

Tel: 407-841-5524

Email: bsmith@gmscfl.com

Contractor:

Yellowstone Landscape – Southeast, LLC
(d/b/a Yellowstone Landscape)
(d/b/a Austin Outdoor)
PO Box 849
Bunnell, FL 32110

Effective Date: 3/1/18
Expiration Date: 2/28/19
Initial Term: 12 months

Branch Office Contact:

Pete Wittman

Tel: 407-319-8298

Email: pwittman@yellowstonelandscape.com

Scope of Services:

The Client agrees to engage Yellowstone Landscape – Southeast, LLC (d/b/a Yellowstone Landscape) (d/b/a Austin Outdoor) to provide the Services and work described in the attached Exhibit(s) A

Addendum to current contract: Maintenance of 3 ponds within Solara Resort. Ponds A, B, and C. (See attached map)

Compensation Schedule:

\$1,025.00 per month addition to current monthly billing

Mowing of ponds A, B, and C (see attached map)

THE TERMS AND CONDITIONS ON PAGE 2 AND THE EXHIBITS ATTACHED HERETO CONSTITUTE PART OF THIS AGREEMENT.

PRESENTED BY:

YELLOWSTONE LANDSCAPE – SOUTHEAST, LLC
(d/b/a Yellowstone Landscape)
(d/b/a Austin Outdoor)

ACCEPTED BY:

CLIENT

By/Date: _____
Brian K. Martin, Regional Vice President

By/Date: _____

Printed Name/Title _____

____ Owner ____ Agent

TERMS AND CONDITIONS

Entire Agreement: This Landscape Management Agreement contains the entire agreement between the Parties and supersedes all prior and contemporaneous negotiations, promises, understandings, commitments, proposals, or agreements, whether oral or written on the subject matter addressed herein. This Agreement may only be modified or amended by a writing signed by authorized representatives of both Parties.

Acceptance of Agreement: The Agreement constitutes Yellowstone Landscape – Southeast, LLC's (d/b/a Yellowstone Landscape) (d/b/a Austin Outdoor) (hereinafter referred to as "Yellowstone") offer to Client and shall become a binding contract upon acceptance by Client's signature on this Agreement and/or instruction to perform the Services by Client's authorized representative. The Parties agree that the provisions of the Agreement shall control and govern over any contract terms and/or Purchase Orders generated by Client and that such documentation may be issued by Client to, and accepted by, Yellowstone without altering the terms hereof.

Price, Quality and Working Conditions: The amounts in the "Compensation Schedule" include all labor, materials, insurance, equipment, and supervision for the performance of the specified Services in the attached exhibits. All materials supplied as part of this agreement are guaranteed to be as specified and all work shall be completed in a workmanlike manner according to standard landscape maintenance practices ("Warranty"). Unless otherwise stated in writing Yellowstone shall have the right to rely on the contents of all documents provided by Client and/or its agents, including Plans, Specifications, and test results, without independent verification and analysis by Yellowstone. Client agrees that Yellowstone is not an insurer or guarantor of the appropriateness of any landscape design provided by others, or of the long term viability of plant material utilized within that specified landscape design or of the site constraints (including watering restrictions) under which Yellowstone is required to perform its Services.

Assignment: Neither Client nor Yellowstone may assign this Agreement or transfer any right, interest, obligation, claim or relief under this Agreement without the prior written consent of the other party. Client acknowledges that Yellowstone may subcontract portions of the Work to specialty subcontractors.

Relationship of Parties: The legal relationship of Yellowstone to Client with respect to the Services shall be that of an independent contractor, not an agent or employee. Yellowstone is responsible for its own withholding taxes, social security taxes, unemployment taxes, licenses, and insurance pertaining to its employees or operations. If applicable, Yellowstone agrees to pay all sales taxes on materials supplied.

Agreement Renewal: Unless Client notifies Yellowstone regarding its intent to terminate Services prior to expiration of the "Initial Term", this Agreement will renew automatically for an additional 12 month term and will continue to renew at the end of each successive 12 month term unless cancelled by either party in accordance with the "Termination" provision or by either party with written notice of not less than 30 days prior to the end of the "Initial Term" or any automatic term(s). Charges will increase by 2.0% at the commencement of each additional automatic twelve (12) month renewal term.

Payment Terms: Billing for Services occurs in advance at the first of each month in accordance with the "Compensation Schedule" on Page 1 of this agreement. Payment for Service(s) is due upon receipt of monthly invoices. The Parties contractually agree that interest on all past due amounts shall accrue at the maximum allowable rate provided by law per month, beginning on the first day following the month in which the invoice was received. This Agreement constitutes a contract of indebtedness. All payments should be mailed to:

Yellowstone Landscape – Southeast, LLC
PO Box 101017
Atlanta, GA 30392-1017

Termination for Cause: If Yellowstone fails to fully perform its obligations and fails to cure any such default within 30 days after receipt of written notice specifying the acts or omissions, Client shall have the right to terminate this Agreement. In the event of a "Termination for Cause", Client shall notify Yellowstone of the termination date in writing and pay Yellowstone for all Services performed to the effective date of termination.

Default: In the event that Client breaches its obligations under this Agreement to permit and cooperate with Yellowstone's performance of its duties or Client fails to make payment for any Services within 30 days of receipt of Yellowstone's invoice, Yellowstone may, but shall not be obligated to, suspend Services until the breach is cured and/or until all arrearages have been paid in full. This Agreement will terminate automatically and without notice upon the insolvency of, or upon the filing of a bankruptcy petition by or against Client.

Claims: Yellowstone's responsibility with regard to Services not meeting the "Warranty" shall be limited, at the sole choice of Yellowstone, to the re-performance of those defective Services and replacement of those defective materials without charge during the ninety (90) day period following completion of the defective Services or provision of defective materials, or a credit to Client's account of the compensation paid by Client for the portion of such Services determined to be defective. If the attached exhibit(s) expressly provide for a longer "Warranty" period, that "Warranty" period shall apply. The Parties shall endeavor in good faith to resolve any such Claim within 30 days, failing which all claims, counterclaims, disputes, and other matters in question between Client and Yellowstone arising out of or relating to this Agreement or the breach thereof may be decided by the dispute resolution process identified below. Each Party will bear its own costs, including attorneys' fees; however, the prevailing party shall have the right to collect reasonable costs and attorneys fees for enforcing this agreement as allowable by applicable law.

Dispute Resolution and Choice of Law: The Agreement shall be governed by the laws of the State of Florida without regard to its conflicts of laws provision. Yellowstone and Client agree (i) to submit to the jurisdiction of the State or Superior Courts of Flagler County, FL for the purpose of any suit or other proceeding arising out of or based upon this Agreement, (ii) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of Flagler County, FL. Any such dispute may by mutual agreement of the Parties be submitted to arbitration or mediation, which shall be conducted in Flagler County, FL.

Insurance: Yellowstone shall secure and maintain, throughout the performance of Services under this Agreement, General Liability, Employers Liability, Auto Liability & Umbrella Liability coverage, as specified herein:

- Worker's Compensation Insurance with statutory limits;
- Employer's Liability Insurance with limits of not less than \$1,000,000;
- Commercial General Liability Insurance with combined single limits of not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate;
- Comprehensive Automobile Liability Insurance, including owned, non-owned and hired vehicles, with combined single limits of not less than \$1,000,000.
- Umbrella Coverage \$10,000,000 per occurrence/\$10,000,000 annual aggregate

If required in writing by Client, Yellowstone shall furnish Certificates of Insurance verifying such insurance and Yellowstone agrees to provide written notice to Client at least thirty (30) days prior to any cancellation, non-renewal or material modification of the policies. When requested by Client, the original insurance policies required of Yellowstone will be made available for review.

Licenses: Yellowstone shall maintain all applicable licenses and permits within the cities, counties, and states of operation.

Indemnification for Third Party Claims: Yellowstone agrees to indemnify, defend, and hold harmless Client from and against any and all claims, losses, liabilities, judgments, costs and expenses and damages and injuries to third parties ("Claims") arising out of or caused by the negligent act, error, omission or intentional wrongdoing of Yellowstone, its subcontractors or their respective agents, employees or representatives which arise from the performance of the Services or otherwise while present on the Property for the purpose of rendering Services pursuant to this Agreement. Client agrees to indemnify and hold harmless Yellowstone against any Claims based in whole or in part by the conduct or actions of Client. The indemnity rights and obligations identified in this Agreement shall be, and are the only indemnity rights and obligations between the Parties, in law or equity, arising out of or related to Yellowstone's Services under this Agreement or any claims asserted in relation thereto.

Limitation of Liability: Except for the indemnification provision applicable to claims by third parties against Client, Yellowstone's total and cumulative liability to Client for any and all claims, losses, costs, expenses and damages, whether in contract, tort or any other theory of recovery, shall in no event exceed the amount Client has paid to Yellowstone for Services under this Agreement during the calendar year in which the claim first occurred. In no event shall Yellowstone be liable for incidental, consequential, special or punitive damages.

Indirect Damages: Neither Party shall be responsible to the other or to any third party for any economic, consequential, incidental or punitive damages (including but not limited to loss of use, income, profits, financing or loss of reputation) arising out of or relating to this Service Agreement or the performance of the Services.

Excusable Delays and Risk of Loss: Yellowstone shall not be in breach of this Agreement nor liable for damages due to (i) delays, (ii) failure to perform any obligation under this Agreement, or (iii) losses caused or attributable, in whole or in part, to circumstances beyond its reasonable control, including but not limited to: drought conditions, acts of God, governmental restrictions or requirements, severe or unusual weather, natural catastrophes, vandalism or acts of third persons. Client assumes the full risk of loss attributable to all such occurrences, including but not limited to, the repair or replacement of landscaping and payment to Yellowstone of all amounts provided in this Agreement, notwithstanding that Yellowstone may not have been able to provide all or any of its Services during such occurrences or until the premises described under this Agreement has been restored to its pre-occurrence condition.

Watering Restrictions and Drought Conditions: Should the Property be located in an area which is or becomes subject to governmental restrictions on water usage and/or watering times applicable to the Services Yellowstone will comply with such governmental restrictions which may then impact the performance, viability and/or looks of plant materials and, as such, shall be deemed circumstances beyond its reasonable control.

Nonwaiver: No delay or omission by Yellowstone in exercising any right under this Agreement, and no partial exercise of any right under this Agreement, shall operate as a waiver of such right or of any other right under this Agreement as provided for by law or equity. No purported waiver of any right shall be effective unless in writing signed by an authorized representative of Yellowstone and no waiver on one occasion shall be construed as a bar to or waiver of any such right on any other occasion. All rights of Yellowstone under this Agreement, at law or in equity, are cumulative and the exercise of one shall not be construed as a bar to or waiver of any other.

Construction: The rule of adverse construction shall not apply. No provision of this Agreement is to be interpreted for or against any Party because that Party or that Party's legal representative drafted the provision. In the event any provision of the Agreement is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be interpreted and enforced as closely as possible to the intent of the Parties as expressed herein.

Change in Law: This Agreement is based on the laws and regulations existing at the date of execution. In the event that a governmental authority enacts laws or modifies regulations in a manner that increases Yellowstone's costs associated with providing the services under this Agreement, Yellowstone reserves the right to notify Client in writing of such material cost increase and to adjust pricing accordingly as of the effective date of such cost increase. Yellowstone must submit clear documentation supporting the cost increase and can only increase pricing to the extent of actual costs incurred.



**Westside CDD : Solara Pond Addendum
Exhibit A
Landscape Management Service Pricing Sheet**

Core Maintenance Services

Mowing and Policing

\$12,300.00

*Includes mowing, edging, string-trimming,
weeding, and trash removal*

Includes ponds A, B, and C

**Grand Total Annual
Monthly**

**\$12,300.00
\$1,025.00**

Client Initial: _____

Creating premier properties. Building lasting relationships

Westside CDD Solara Ponds



Aquatic Weed Management, Inc.
P.O. Box 1259
Haines City, FL 33845
863-438-0087

Estimate

Date 2/19/2018
Estimate # 569

Name / Address

Westside CDD
Governmental Management Services,
Central
1412 S Narcoossee Rd.
St. Cloud, FL 34771

P.O. #
Terms

Due Date 2/19/2018
Other

Description	Qty	Rate	Total
Solara Ponds			
Pond S1. Twelve monthly inspections (treatme nt as necessary) on 1 stom water pond targeting emergent and floating vegetation. Submerged species of vegetation and algae will not be treated on this pond.	12	75.00	900.00
Pond S2. Twelve monthly inspections (treatme nt as necessary) on 1 stom water pond targeting emergent and floating vegetation. Submerged species of vegetation and algae will not be treated on this pond.	12	100.00	1,200.00
Pond S3. Twelve monthly inspections (treatme nt as necessary) on 1 stom water pond targeting emergent and floating vegetation. Submerged species of vegetation and algae will not be treated on this pond.	12	100.00	1,200.00
Thank you for your business!			
Subtotal			\$3,300.00
Sales Tax (0.0%)			\$0.00
Total			\$3,300.00

waterweed1@aol.com

863-438-0087
863-438-0087