

*Westside Community
Development District*

Agenda

March 6, 2019

AGENDA

Westside

Community Development District

135 W. Central Blvd., Suite 320, Orlando, FL 32801
Phone: 407-841-5524 – Fax: 407-839-1526

February 27, 2019

**Board of Supervisors
Westside Community
Development District**

Dear Board Members:

The Board of Supervisors of Westside Community Development District will meet **Wednesday, March 6, 2019 at 11:00 AM at the Offices of Hanson, Walter & Associates, 8 Broadway Avenue, Suite 104, Kissimmee, FL 34741.** Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Organizational Matters
 - A. Appointment of Individuals to Fulfill Seats #3 & #5
 - B. Administration of Oaths of Office to Newly Appointed Board Members
 - C. Election of Officers
 - D. Consideration of Resolution 2019-11 Electing Officers
4. Approval of Minutes of the February 6, 2019 Meeting
5. Consideration of Resolution 2019-10 Authorizing Work Related to Bond Issuance; Approving Limited Retention of Osceola Engineering, Inc. and Approving Form of Developer Funding Agreement
6. Consideration of Proposal from Osceola Engineering, Inc. to Provide Civil Engineering Services
7. Discussion of Bifurcation of the Series 2005 & 2007 Bonds
8. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
 - iii. Discussion of Direct Bill Status
9. Supervisor's Requests
10. Other Business
11. Adjournment

The second order of business is the Public Comment Period where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items.

The third order of business is the Organizational Matters. Section A is the appointment of individuals to fulfill Seats #3 & #5 and Section B is the administration of the Oath of Office to the newly appointed Board Members. There is no back-up material. Section C is the election of

officers and Section D is the consideration of Resolution 2019-11 electing officers. A copy of the Resolution is enclosed for your review.

The fourth order of business is the approval of the minutes of the February 6, 2019 meeting. The minutes are enclosed for your review.

The fifth order of business is the consideration of Resolution 2019-10 authorizing work related to a bond issuance; approving a limited engagement of Osceola Engineering, Inc. and approving the form of a developer funding agreement. A copy of the Resolution and funding agreement are enclosed for your review.

The sixth order of business is the consideration of proposal from Osceola Engineering, Inc. to provide civil engineering services associated with the preparation of an Engineer's Report for Parcel K. A copy of the proposal is enclosed for your review.

The seventh order of business is the discussion of the bifurcation of the Series 2005 & 2007 bonds. This is an open discussion item.

The eighth order of business is the Staff Reports. Section C is the District Manager's Report. Section 1 includes the check register for approval and Section 2 includes the balance sheet and income statement for review. Section 3 is the discussion of the direct bill status. A copy of the summary is enclosed for your review.

The balance of the agenda will be discussed at the meeting. In the meantime, if you have any questions, please contact me.

Sincerely,



George S. Flint
District Manager

CC: Jan Carpenter, District Counsel
Mark Vincutonis, District Engineer
Darrin Mossing, GMS

Enclosures

SECTION III

SECTION D

RESOLUTION 2019-11

A RESOLUTION ELECTING OFFICERS OF THE WESTSIDE COMMUNITY DEVELOPMENT DISTRICT

WHEREAS, the Board of Supervisors of the **Westside Community Development District** at a regular business meeting held on **March 6, 2019** desires to elect the below recited persons to the offices specified.

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

1. The following persons were elected to the offices shown, to wit:

_____	Chairman
_____	Vice Chairman
_____	Treasurer
_____	Assistant Treasurer
_____	Secretary
_____	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary

PASSED AND ADOPTED THIS 6th DAY OF MARCH, 2019.

Chairman / Vice Chairman

Secretary / Assistant Secretary

MINUTES

MINUTES OF MEETING
WESTSIDE
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Westside Community Development District was held Wednesday, February 6, 2019 at 11:00 a.m. at the offices of Hanson Walter & Associates, 8 Broadway Avenue, Suite 104, Kissimmee, Florida.

Present and constituting a quorum were:

Keith Trace	Chairman
Tom Franklin	Vice Chairman
Scott Stewart	Assistant Secretary

Also present were:

George Flint	District Manager
Andrew d'Adesky	District Counsel
Mark Vincutonis	District Engineer
William Viasalyers	Field Manager
Justin Rowan	MBS Capital Markets, LLC by phone
Bennett Ruedas	Mattamy Homes
Amy Steiger	Pulte Homes

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

Public Comment Period

There being none, the next item followed.

THIRD ORDER OF BUSINESS

Organizational Matters

- A. Appointment of Individuals to Fill Seats 3 & 5**
- B. Administration of Oaths of Office to Newly Appointed Board Members**
- C. Consideration of Resolution 2019-07 Electing Officers**

This item was deferred.

FOURTH ORDER OF BUSINESS

Approval of the Minutes of the December 5, 2018 Meeting

On MOTION by Mr. Franklin seconded by Mr. Stewart with all in favor the minutes the December 5, 2018 meeting were approved, as presented.

FIFTH ORDER OF BUSINESS**Consideration of Second Supplement to Engineer's Report for Westside Phases 1, 2, & 3 (Solara Phase 2)**

Mr. Flint stated you have been provided with a draft of the Engineer's Report.

Mr. Vincutonis stated this is a second draft, I received some comments from Mike Williams and incorporated those into this Report. The Report describes the various elements. The big thing that everyone tends to look at is the cost estimate. The only outstanding question is the Student Drive dollars. Do we want to show that as to be fundable even though it looks like the bond amount is going to be well below the value of the improvements that the CDD can fund? I didn't know how best to present that, you are looking at \$274,000 for the roadway improvements associated with Student Drive that could be listed under the District dollars as well. That is the only outlying item that I have and that falls to the impact fee agreement that I don't believe Student Drive is part of.

Mr. d'Adesky stated obviously it is a lot of the same stuff we saw in Phase 1, stormwater inlets, pipes, drainage. Under your table on Section 8 you have marked common areas. Do you anticipate any parks or open spaces that are being maintained within the community that are going to be owned by the CDD other than landscaping tracts?

Mr. Vincutonis stated no, the only common area tracts are landscape and perimeter landscape tracts.

Mr. d'Adesky stated outside the wall.

Mr. Vincutonis stated depending on where that wall is.

Mr. Stewart stated we anticipate construction of the wall similar to how we did it in Phase 1 so if the wall is maintained by the CDD in Phase 1 it ought to have been built on a CDD tract similar to it so that is what we are doing in Phase 2. I think we are anticipating the wall to be on its own tract, therefore, the wall and everything outside the wall will be maintained by the CDD. Everything inside the wall and the gates, other than the wetlands will be maintained by the HOA.

Mr. Flint stated the wall would fall under the hardscape most likely.

Mr. d'Adesky stated just for clarity and disclosure to the public you might want to scratch the District off of common areas because those tracts seem to follow the landscaping and you

wouldn't want to give the insinuation that the CDD is maintaining park tracts that are behind a gate and might not be accessible.

Mr. Flint stated you can always put that wall in a wall easement if it doesn't fall on CDD property.

On MOTION by Mr. Trace seconded by Mr. Franklin with all in favor the Draft Second Supplement to the Engineer's Report for Westside Phases 1, 2, and 3, Solara Phase 2, was approved in substantial form subject to modifications to take out the costs associated with Student Drive and any other minor comments from staff with the understanding that subsequent resolutions relating to the bonds will adopt the Engineer's Report in final form.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2019-09 Approving Plat for Parcel K

Mr. d'Adesky stated this is our standard plat acceptance resolution and it has really become an issue in Osceola County now because any time the CDD has a tract inside a potential development we are having to sign off on that both in the case of ownership and dedication. In this case it is a stormwater tract, it is not any new encumbrance on the District, it is because it is within that plat we are having to sign off on it.

Mr. Franklin asked is there anything we can possibly do to give the Chairman authority to review and sign plats without having to have a meeting?

Mr. d'Adesky asked why we don't adopt this and if you want to make that formal motion to delegate to that authority to the Chairman we can do that. If it were an emergency issue I would have the Chairman sign off on that and we would ratify that action at a subsequent meeting but if you want to have an official motion so that it is on the record that we have given the Chairman that delegated authority that would be great.

Mr. Flint stated Osceola County is going to want a resolution so I don't know that delegating authority is going to accomplish what we need. We can do it.

Mr. Trace stated on the resolution it said Storey Park and there are other typos.

Mr. d'Adesky stated we will correct those.

On MOTION by Mr. Trace seconded by Mr. Franklin with all in favor Resolution 2019-09 was approved subject to final review by District Counsel.

SEVENTH ORDER OF BUSINESS**Consideration of Disclosure of Public Financing Report for Solara Phase One Assessment Area**

Mr. Flint stated there is a requirement under the statutes that Districts take proactive action to disclose certain information and one of those requirements is that any time a District issues bonds there is something called a Disclosure of Public Financing that is to be recorded in the County's public records. Anyone who is interested or purchases property within the boundaries of the CDD this will show up in the title work that the District has issued bonds and assessments have been levied and imposed. This is related to the Series 2018 Solara Phase 1 Assessment Area bond issue; there is already a separate disclosure for the 2005 and 2007 bonds. It describes the nature of the improvements, the information is taken from the Engineer's Report, it also lists the Debt Service per unit and that information is taken from the Assessment Methodology and the budget documents. The O&M assessments, because they are subject to change are not specifically listed in here, but they are referred to my office if they have any questions related to that. It is a fairly static document so it is not updated very often. You often see this document with old Board Members' names in it, we don't update it every time a Board seat changes but right now it does list the current Members of the Board.

On MOTION by Mr. Franklin seconded by Mr. Stewart with all in favor the Disclosure of Public Financing for Solara Phase One Assessment Area was approved and staff was authorized to record the document in the public records of Osceola County.

EIGHTH ORDER OF BUSINESS**Staff Reports****A. Attorney**

Mr. d'Adesky stated I have a Maintenance and Use Easement Agreement with Solara Resort Homeowners Association. Essentially, the HOA wants to maintain a fountain in the pond in Solara Phase I, the geothermal pool heating system, the walking trail around the pond and the retention wall to keep those to a higher standard. It is our standard form Easement Agreement for HOAs to maintain. We have indemnification in case anybody gets injured, we are allowed to remove it if they neglect to keep it up and we can do it at their cost if it is decrepit and falling apart and they are not doing it. We can also step in and maintain it ourselves if we so choose. I recommend approval, there is really no downside to the District.

Mr. Flint stated the HOA hasn't reviewed this yet.

On MOTION by Mr. Trace seconded by Mr. Franklin with all in favor the Maintenance and Use Easement Agreement with Solara Resort Homeowners' Association was approved in substantial form.

B. Engineer

There being none, the next item followed.

C. Manager

i. Approval of Check Register

Mr. Flint presented the check register from November 29, 2018 through January 29, 2019 in the amount of \$727,910.61.

On MOTION by Mr. Franklin seconded by Mr. Stewart with all in favor the check register was approved.

ii. Balance Sheet and Income Statement

A copy of the balance sheet and income statement was included in the agenda package. No Board action is required.

iii. Discussion of Direct Bill Status

A copy of the direct bill status was included in the agenda package.

NINTH ORDER OF BUSINESS

Supervisor's Requests

Mr. Trace asked did we ever figure out the streetlighting on that section of Westside Boulevard that doesn't have lights?

Mr. Flint stated we brought back costs and they were exorbitant due to capital costs and I will see where we are on the follow-up for that.

TENTH ORDER OF BUSINESS

Other Business

There being none,

On MOTION by Mr. Franklin seconded by Mr. Stewart with all in favor the meeting adjourned at 11:18 a.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION V

RESOLUTION NO. 2019-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF WESTSIDE COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING DISTRICT STAFF TO COMMENCE WORK RELATED TO A SPECIAL ASSESSMENT BOND ISSUANCE RELATED TO IMPROVEMENTS IN THE PROPERTY WITHIN THE DISTRICT COMMONLY REFERRED TO AS “WINDSOR AT WESTSIDE – PHASES 3 AND 3A” WITHIN THE “WINDSOR AT WESTSIDE” DEVELOPMENT; APPROVING THE LIMITED RETENTION OF OSCEOLA ENGINEERING, INC. AS DISTRICT ENGINEER FOR THE PURPOSES OF THIS BOND ISSUE; APPROVING A FORM OF DEVELOPER FUNDING AGREEMENT, AND OTHER MATTERS RELATING TO THE FOREGOING AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the District was created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “Act”), and by ordinance bearing documentary number 04-34 of the Osceola County Commissioners Council of Osceola County, Florida (the “County Council”), dated August 30, 2004 (the “Ordinance”), as amended by ordinance number 07-19 of the County Council, dated August 20, 2007, for the purpose of planning, financing, constructing, acquiring, operating and/or maintaining certain infrastructure, including surface water management systems, water and wastewater facilities, roadways, landscaping, parks, and recreational facilities and uses; and

WHEREAS, the District has been asked by Pulte Home Company, LLC, a Michigan limited liability company authorized to transact business in Florida (the “Developer”) the developer and owner of certain undeveloped lands in the District, to issue bonds intended to be named the Westside Community Development District (Osceola County, Florida) Special Assessment Revenue Bonds, Series 2019 Bonds (Windsor at Westside – Phase 3) (the “Series 2019 Bonds (Windsor at Westside – Phases 3 and 3A)”) to provide financing for certain capital improvements, facilities and services to benefit certain lands within the District owned by the Developer and commonly referred to as “Windsor at Westside – Phases 3 and 3A” within the “Windsor at Westside” development; and

WHEREAS, the Developer has agreed to fund the costs authorized by this Resolution; and

WHEREAS, the District is authorized by the Act and the Ordinance, subject to the limitations set forth in the Act and in the Ordinance, if any, to issue its bonds and other evidence of indebtedness for the purpose, among other things, of constructing and/or acquiring public improvements and community facilities set forth in Section 190.012, Florida Statutes; and

WHEREAS, the District desires to commence preliminary work, including validation proceedings if necessary, to authorize the issuance of its Series 2019 Bonds (Windsor at Westside – Phases 3 and 3A).

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

SECTION 1. Authorization. There is hereby authorized staff to begin work related to the issuance of the Series 2019 Bonds (Windsor at Westside – Phases 3 and 3A), with terms, trust documents and further proceedings to be undertaken, as approved by this Board by appropriate later action or resolution.

SECTION 2. Validation. Bond Counsel and District Counsel are hereby authorized to research, and if determined necessary, directed to prepare, file and prosecute proceedings, as deemed necessary or appropriate, to validate in the manner prescribed by the laws of the State of Florida.

SECTION 3. Limited Scope for Retention of District Engineer. The District hereby agrees to retain Osceola Engineering, Inc. as District Engineer for the purposes of preparing the engineering report and performing all other actions necessary for the issuance of the Series 2019 bonds (Windsor at Westside – Phases 3 and 3A), subject to approval of an acceptable contract for these services between the District and the Osceola Engineering, Inc. Osceola Engineering, Inc. shall not perform services as District Engineer for any other matters for the District.

SECTION 4. Engineering and Assessment Proceedings. The District Manager and/or the Methodology Consultant, and the District Engineer are hereby authorized and directed to begin preparation of reports and analyses as deemed necessary or appropriate, to allow the District work on the issuance of the Series 2019 Bonds (Windsor at Westside – Phases 3 and 3A) and to impose special assessments.

SECTION 5. Developer Funding Agreement. Developer has agreed to execute, and the District has approved, the Bond Issue Funding Agreement, in the substantially final form attached hereto as **EXHIBIT “A”**, to provide for the payment of costs associated with this Resolution and the work associated with the Series 2019 Bonds (Windsor at Westside – Phases 3 and 3A). The Chairperson or the Vice Chairperson of the Board are hereby authorized and directed to execute the Bond Issue Funding Agreement, and the Secretary or any Assistant Secretary of the Board is hereby authorized to attest such execution, with such additions, deletions or modifications therein as may be made and approved by the Chairperson or the Vice Chairperson executing the same, such execution to be conclusive evidence of such approval.

SECTION 6. Open Meetings. It is hereby found and determined that all acts of the Board concerning and relating to adoption of this Resolution were taken in open meetings of the Board and all deliberations of the Board that resulted in such official acts were in meetings open to the public in compliance with all legal requirements, including, but not limited to, the requirements of Florida Statutes, Section 286.011.

SECTION 7. Inconsistent Resolutions and Motions. All prior resolutions of the Board inconsistent with the provisions of this Resolution are hereby modified, supplemented and amended to conform to the provisions herein contained and, except as so modified, supplemented and amended hereby, shall remain in full force and effect.

SECTION 8. Approval of Prior Actions. All actions taken to date by the members of the Board and the staff of the District in furtherance of the issuance of the Series 2019 Bonds (Windsor at Westside – Phases 3 and 3A).

SECTION 9. Effective Date. This Resolution shall become effective immediately upon its adoption.

[Signature page follows]

ADOPTED this ____ day of _____ 2019.

**WESTSIDE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Name: _____
Chairman/Vice Chairman

Attest:

Its: Secretary/Asst. Secretary

EXHIBIT “A”

FORM OF BOND ISSUE FUNDING AGREEMENT BETWEEN
WESTSIDE COMMUNITY DEVELOPMENT DISTRICT
AND DEVELOPER (Windsor at Westside – Phases 3 and 3A)

[see attached 6 pages]

**BOND ISSUE FUNDING AGREEMENT
BETWEEN WESTSIDE COMMUNITY DEVELOPMENT DISTRICT
AND DEVELOPER**

(Windsor at Westside – Phases 3 and 3A)

THIS BOND ISSUE FUNDING AGREEMENT (this “Agreement”) is made and effective this ____ day of _____, 2019, 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, (the “District”) and **PULTE HOME COMPANY, LLC**, a Michigan limited liability company authorized to transact business in Florida, located at 3350 Peachtree Road Northeast, Suite 150, Atlanta, Georgia 30326 (the “Developer” and, together with the District, the “Parties”).

RECITALS

WHEREAS, the District was created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “Act”), and by Ordinance Number 04-34 of the Osceola County Commissioners Council of Osceola County, Florida (the “County Council”), dated August 30, 2004, as amended by Ordinance 07-19 of the County Council, dated August 20, 2007 for the purpose of planning, financing, constructing, acquiring, operating and/or maintaining certain infrastructure, including surface water management systems, water and wastewater facilities, roadways, landscaping, parks, and recreational facilities and uses; and

WHEREAS, the District has been asked by Developer to issue the Westside Community Development District (Osceola County, Florida) Special Assessment Revenue Bonds, Series 2019 Bonds (Windsor at Westside – Phases 3 and 3A) (the “Series 2019 Bonds (Windsor at Westside – Phases 3 and 3A)”) to provide financing for master capital improvement plan consisting of public infrastructure, improvements, facilities and services to benefit certain undeveloped lands within the District (hereinafter, collectively, the “Windsor at Westside – Phase 3 Assessment Area”) and has authorized its staff to begin work related to the issue of the Series 2019 Bonds (Windsor at Westside – Phases 3 and 3A); and

WHEREAS, Developer owns the undeveloped lands within the Windsor at Westside – Phases 3 and 3A Assessment Area; and

WHEREAS, Developer and the District desire to enter into this Agreement to provide funds to enable the District to commence work related to the issuance of the Series 2019 Bonds (Windsor at Westside – Phases 3 and 3A).

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

1. 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. Provision of Funds. Developer agrees to make available to the District such monies as are necessary to proceed with the issuance of the Series 2019 Bonds (Windsor at Westside – Phases 3 and 3A) as follows:

- A. Developer agrees to provide to the District any such monies upon receipt of an invoice from the District requesting such funds, as invoiced pursuant to an agreement or engagement letter approved by the District. Such funds, and all future funds provided pursuant to this Agreement, may be supplied by check, cash, wire transfer or other form of payment deemed satisfactory in the sole discretion of the District as determined by the District Manager. Developer authorizes the District to direct District staff, including the District Engineer, District Manager, Methodology Consultant, if applicable, the District Counsel and Bond Counsel and other professional assistance as may be necessary, to proceed with the work contemplated by this Agreement.
- B. Developer and the District agree that all fees, costs or other expenses incurred by the District for the services of the District Engineer, District Manager, Methodology Consultant, if applicable, District Counsel and Bond Counsel or other professionals for the work contemplated by this Agreement shall be paid solely from the funds provided by Developer pursuant to this Agreement. Such payments shall be made in accordance with the District's normal invoice and payment procedures. The District agrees that any funds provided by Developer pursuant to this Agreement shall be used solely for fees, costs, and expenses arising from or related to the work contemplated by this Agreement. Developer may be reimbursed for monies paid, as costs of issuance for the Series 2019 Bonds (Windsor at Westside – Phases 3 and 3A), to the extent allowable under the Series 2019 Bonds (Windsor at Westside – Phases 3 and 3A) bond documents and tax law.
- C. Developer agrees to provide funds within fourteen (14) days of receipt of written notification from the District Manager of the need for such funds.
- D. In the event that Developer fails to provide any such funds pursuant to this Agreement, Developer and the District agree the work may be halted until such time as sufficient funds are provided by Developer to ensure payment of the costs, fees or expenses which may be incurred in the performance of such work. The District may, in its discretion, place a lien on property (requiring payment as additional assessments) in the District owned by Developer, if such funds are not paid within ninety (90) days of the demand therefor.

3. Termination. Any of the Parties hereto may terminate this Agreement without cause by providing ten (10) days' written notice of termination. Any such termination by Developer is contingent upon Developer's provision of sufficient funds to cover any and all fees, costs or expenses incurred by the District in connection with the work to be performed under this Agreement as of the date by when notice of termination is received.

4. **Default.** A default by any party under this Agreement shall entitle the other party to all remedies available at law or in equity, which may include, but not be limited to, the right of damages.

5. **Enforcement of Agreement.** In the event that any of the Parties 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 attorney's fees and costs for trial, alternative dispute resolution, or appellate proceedings.

6. **Agreement.** This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

7. **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 all of the Parties hereto.

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

9. **Notices.** All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to the District: Westside Community Development District
135 W. Central Blvd., Suite 320
Orlando, Florida 32801
Attention: District Manager

with a copy to: Latham, Shuker, Eden & Beaudine, LLP
111 N. Magnolia Avenue, Suite 1400
Orlando, Florida 32801
Attention: Jan Albanese Carpenter, Esq.

If to Developer: Pulte Home Company, LLC
3350 Peachtree Road Northeast, Suite 150
Atlanta, Georgia 30326
Attention: _____

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. 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 Parties may deliver Notice on behalf of the Parties. 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.

10. Third Party Beneficiaries. This Agreement is solely for the benefit of the formal Parties hereto 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 entity 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 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.

11. Assignment. None of the parties hereto may assign this Agreement or any monies to become due hereunder without the prior written approval of the other parties. Any purported assignment without such prior written approval shall be void.

12. Controlling Law; Venue. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any action arising hereunder shall be in a court of appropriate jurisdiction in Osceola County, Florida.

13. Effective Date. The Agreement shall be effective after execution by all Parties hereto and shall remain in effect unless terminated by any of the Parties hereto.

14. Sovereign Immunity. Nothing contained herein shall cause or be construed as a waiver of the District's sovereign immunity or limitations on liability granted pursuant to section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

15. Public Records. The Developer understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law.

[COUNTERPART SIGNATURE PAGES TO FOLLOW]

**COUNTERPART SIGNATURE PAGE FOR
BOND ISSUE FUNDING AGREEMENT
BETWEEN WESTSIDE COMMUNITY DEVELOPMENT DISTRICT
AND DEVELOPER
(Windsor at Westside – Phases 3 and 3A)**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

DISTRICT:

Attest:

WESTSIDE COMMUNITY
DEVELOPMENT DISTRICT

Secretary/Asst. Secretary

By:_____

Name:_____
Chairman of the Board of Supervisors

**COUNTERPART SIGNATURE PAGE FOR
BOND ISSUE FUNDING AGREEMENT
BETWEEN WESTSIDE COMMUNITY DEVELOPMENT DISTRICT
AND DEVELOPER
(Windsor at Westside – Phases 3 and 3A)**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

DEVELOPER:

WITNESSES:

PULTE HOME COMPANY, LLC,
a Michigan limited liability company

Print: _____

By: _____

Name: _____

Print: _____

Title: _____

SECTION VI



1003 FLORIDA AVENUE, SAINT CLOUD, FL 34769
PHONE 407.891.0452 FAX 407.891.9173

February 26, 2019

Westside Community Development District
Governmental Management Services Central Florida, LLC
Mr. George Flint
135 W. Central Boulevard, Suite 320
Orlando, FL 32801

SUBJECT: Proposal for Civil Engineering Services associated with the preparation of the Engineer's Report for Parcel K for the Westside CDD located south of Goodman Road in Osceola County, Florida

Dear Mr. Flint:

Osceola Engineering, Inc. (OEI) is pleased to provide this letter as our proposal to provide Professional Services for the proposed project. The scope of our services is as follows:

1. CDD Engineering Services - OEI shall provide engineering services in support of the issuance of bonds for the public infrastructure associated with Windsor Parcel K. Services may include, but are not limited to the preparation of cost estimates for CDD maintained infrastructure, preparation of corresponding exhibits, preparation of CDD Engineer's Report, attendance at meetings with Client/County, and preparation of Engineer's testimony.

OUR FEE TO PROVIDE THE SERVICES OUTLINED IN TASK 1 ABOVE SHALL BE AN HOURLY, NOT TO EXCEED AMOUNT OF \$7,500.00, PLUS REIMBURSABLE EXPENSES.

PROPOSAL ACCEPTANCE CONDITIONS

1. Costs for outside consultants are not included in this proposal. These services, if required, will be contracted directly by the client.
2. Any out-of-pocket expenses shall be billed on a cost basis; i.e., blueprints, express mail, etc. Receipts will be provided upon request. An Hourly Rate and Reimbursable Expense Fee Schedule is attached to this proposal as Exhibit A.
3. Service fees are on a one-time only basis. Additional services not specified in this proposal will be performed on an as-needed basis, after being authorized by the client.
4. Application/review fees for plan submittals, and fees for permits required by government agencies will be paid directly by the client and are not included in the OEI permit preparation/submittal fees outlined in this proposal. An estimate of application/review fees will be provided upon receipt of "Notice to Proceed".
5. Execution of this contract does not guarantee acceptance by governmental agencies. Fees for services rendered will be in effect whether or not the project is accepted by said agencies.

6. The contract fees quoted by Osceola Engineering, Inc. will be billed monthly. All reimbursable, i.e. application fees and outside consulting will be billed immediately upon completion. Payment for fees is due and payable within thirty (30) days of the invoice date. Should payment not be received, work on the project will stop until all unpaid invoices are paid. Please note that you are guaranteeing that the debts incurred shall be paid.
7. Please also note that either party can stop work with a 10-day written notice.
8. If it becomes necessary to employ an agency or attorney to collect fees, the client shall pay the cost of collection, including attorney fees.
9. The engineer's liability to the client shall not exceed the amount of fees paid by or due from client to engineer for professional services rendered under this agreement. In no event shall engineer be liable to client or anyone else for special, incidental or consequential damages, including, without limitation, loss of profits, revenue or use of capital or claims of customers, whether based on contract, tort, negligence, strict liability or otherwise.
10. Services during construction (i.e. bidding services, pre-construction meeting attendance, shop drawing review/approval, monthly pay application review/approval, etc.) are not included in this proposal. These services will be provided on an as needed basis at an hourly rate of \$125.00/Hour.
11. Upon review and acceptance of this proposal, please sign below, and return to this office. Return of a signed proposal will be considered "Notice to Proceed"

SIGNATURE BELOW ALLOWS THIS PROPOSAL TO SERVE AS OUR CONTRACTUAL AGREEMENT FOR SERVICES. THIS AGREEMENT MAY BE CANCELLED BY THE CLIENT WITH ONE (1) WEEK NOTICE. THE CLIENT WILL COMPENSATE ALL WORK COMPLETED BY THE CANCELLATION DATE.

SIGNATURE

TITLE

DATE

Thank you very much for the opportunity of allowing us to serve you.

Sincerely,



Broc L. Althafer, P.E.
Vice President

Attachments (Exhibit A)

SECTION VIII

SECTION C

SECTION 1

Westside

Community Development District

Summary of Check Register

January 30, 2019 to February 26, 2019

Fund	Date	Check No.'s	Amount
General	01/31/19	1449-1451	\$ 2,905.10
	02/08/19	1452	\$ 5,422.75
	02/15/19	1453	\$ 111.96
	02/21/19	1454-1455	\$ -
	02/26/19	1456-1457	\$ 249.50
			<hr/> \$ 8,689.31
Payroll	<u>February 2019</u>		
	Scott D Stewart	50245	\$ 184.70
	Thomas O Franklin	50246	\$ 184.70
			<hr/> \$ 369.40
			<hr/> \$ 9,058.71

AP300R

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER

RUN 2/27/19

PAGE 1

*** CHECK DATES 01/30/2019 - 02/26/2019 ***

WESTSIDE CDD - GENERAL FUND

BANK A WESTSIDE CDD

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
1/31/19	00056	1/30/19 10508	201901 320-53800-46400	GOODMAN POND JAN19	*	100.00	
		1/30/19 10508	201901 320-53800-46400	SOLARA PND S1,S2,S2 JAN19	*	275.00	
		1/30/19 10508	201901 320-53800-46400	STORM WATER PND MNT JAN19	*	600.00	
				AQUATIC WEED MANAGEMENT, INC.			975.00 001449
1/31/19	00029	1/15/19 84028	201812 310-51300-31500	PREP/REVIEW/EMAIL/PHONE	*	1,718.85	
				LATHAM,SHUKER,EDEN & BEAUDINE, LLP			1,718.85 001450
1/31/19	00007	12/31/18 33581270	201812 310-51300-48000	NOT OF MTG-1/20/18	*	211.25	
				ORLANDO SENTINEL			211.25 001451
2/08/19	00001	2/01/19 315	201902 310-51300-34000	MANAGEMENT FEES FEB19	*	3,315.33	
		2/01/19 315	201902 310-51300-35100	INFO TECH FEB19	*	83.33	
		2/01/19 315	201902 310-51300-31300	DISSEMINATION FEB19	*	291.67	
		2/01/19 315	201902 310-51300-51000	OFFICE SUPPLIES	*	.18	
		2/01/19 315	201902 310-51300-42000	POSTAGE	*	2.82	
		2/01/19 315	201902 310-51300-42500	COPIES	*	182.25	
		2/01/19 316	201902 320-53800-49000	FIELD MANAGEMENT FEB19	*	1,547.17	
				GOVERNMENTAL MANAGEMENT SERVICES			5,422.75 001452
2/15/19	00006	2/05/19 6-451-18	201901 310-51300-42000	DELIVERY 1/30/19	*	111.96	
				FEDEX			111.96 001453
2/21/19	00022	2/13/19 5267333	201901 310-51300-31100	ENG SERVICES-JAN 19	*	95.00	
		2/13/19 5267333	201901 310-51300-31100	ENG SERVICES-JAN 19	V	95.00-	
				HANSON, WALTER & ASSOCIATES, INC.			.00 001454
2/21/19	00042	2/13/19 021319	201902 310-51300-49000	DISCLOSURE REPORT FEE	*	154.50	
		2/13/19 021319	201902 310-51300-49000	DISCLOSURE REPORT FEE	V	154.50-	
				OSCEOLA COUNTY CLERK OF COURT			.00 001455

WEST WESTSIDE

KCOSTA

[illegible]

WEST WESTSIDE KCOSTA

SECTION 2

Westside

Community Development District

Unaudited Financial Reporting
January 31, 2019

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WESTSIDE CDD
COMMUNITY DEVELOPMENT DISTRICT
COMBINED BALANCE SHEET
January 31, 2019

	GENERAL	DEBT SERVICE SERIES 2005	DEBT SERVICE SERIES 2007	DEBT SERVICE SERIES 2018	CAPITAL PROJECTS SERIES 2005	CAPITAL PROJECTS SERIES 2007	CAPITAL PROJECTS SERIES 2018	CAPITAL RESERVE	TOTALS
ASSETS									
CASH	\$ 623,307	\$ -	\$ -	\$ -	\$ -	\$ 26,723	\$ -	\$ 5,048	\$ 655,078
INVESTMENTS									
STATE BOARD ADMINISTRATION	509,776	-	-	-	-	-	-	296,544	806,319
CONSTRUCTION FUND	-	-	-	-	-	-	2,630	-	2,630
DEFERRED COST	-	12,231	3,723	-	-	-	-	-	15,954
RESERVE FUND	-	575,638	725,717	115,065	-	-	-	-	1,416,420
REVENUE FUND	-	2,256,942	1,708,754	159,635	-	-	-	-	4,125,331
PREPAYMENT FUND	-	428	1,459	-	-	-	-	-	1,887
TOTAL ASSETS	\$ 1,133,083	\$ 2,845,239	\$ 2,439,654	\$ 274,700	\$ -	\$ 26,723	\$ 2,630	\$ 301,592	\$ 7,023,620
LIABILITIES & FUND BALANCES									
LIABILITIES									
ACCOUNTS PAYABLE	\$ 3,807	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,807
ACCRUED PRINCIPAL PAYABLE 2005	-	875,000	-	-	-	-	-	-	875,000
ACCRUED PRINCIPAL PAYABLE 2007	-	-	520,000	-	-	-	-	-	520,000
TOTAL LIABILITIES	3,807	875,000	520,000	-	-	-	-	-	1,398,807
FUND BALANCES									
RESTRICTED FOR DEBT SERVICE	\$ -	\$ 1,970,239	\$ 1,919,654	\$ 274,700	\$ -	\$ -	\$ -	\$ -	\$ 4,164,592
RESTRICTED FOR CAPITAL PROJECTS	-	-	-	-	-	26,723	2,630	301,592	330,945
UNASSIGNED	1,129,276	-	-	-	-	-	-	-	1,129,276
TOTAL FUND BALANCES	1,129,276	1,970,239	1,919,654	274,700	-	26,723	2,630	301,592	5,624,813
TOTAL LIABILITIES & FUND BALANCES	\$ 1,133,083	\$ 2,845,239	\$ 2,439,654	\$ 274,700	\$ -	\$ 26,723	\$ 2,630	\$ 301,592	\$ 7,023,620

WESTSIDE CDD
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES & EXPENDITURES
For The Period Ending January 31, 2019

	Adopted Budget	Prorated Budget Thru 01/31/19	Actual Thru 01/31/19	Variance
REVENUES:				
Maintenance Assessments-On Roll	\$218,183	\$208,025	\$208,025	\$0
Maintenance Assessments-Off Roll	\$463,547	\$302,235	\$254,245	(\$47,990)
Interest Income	\$5,000	\$1,667	\$4,395	\$2,729
Developer Contribution	\$0	\$0	\$0	\$0
Miscellaneous Income	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$686,730	\$511,927	\$466,665	(\$45,261)
EXPENDITURES:				
ADMINISTRATIVE				
Supervisor Fees	\$12,000	\$4,000	\$1,000	\$3,000
FICA Expense	\$918	\$306	\$77	\$230
Engineering Fees	\$10,500	\$3,500	\$380	\$3,120
Legal Services	\$40,000	\$13,333	\$4,289	\$9,045
Arbitrage	\$1,350	\$0	\$0	\$0
Management Fees	\$39,784	\$13,261	\$13,261	(\$0)
Information Technology	\$1,000	\$333	\$333	\$0
Dissemination	\$9,500	\$3,167	\$7,167	(\$4,000)
Trustee	\$6,000	\$0	\$0	\$0
Assessment Roll Services	\$5,000	\$5,000	\$5,000	\$0
Auditing Services	\$3,975	\$0	\$0	\$0
Telephone	\$100	\$33	\$8	\$25
Postage and Freight	\$2,250	\$750	\$577	\$173
Insurance - General Liability	\$8,600	\$8,600	\$7,736	\$864
Printing and Binding	\$1,500	\$500	\$257	\$243
Legal Advertising	\$1,800	\$600	\$854	(\$254)
Miscellaneous Services	\$1,250	\$417	\$187	\$230
Office Supplies	\$400	\$133	\$36	\$98
Property Appraiser's Fee	\$600	\$600	\$555	\$45
Property Taxes	\$10	\$10	\$4	\$6
Dues, Licenses, Subscriptions	\$175	\$175	\$175	\$0
Settlement Agreement Payments	\$50,000	\$50,000	\$53,750	(\$3,750)
TOTAL ADMINISTRATIVE	\$196,712	\$104,719	\$95,645	\$9,074
OPERATIONS AND MAINTENANCE				
Landscape Maintenance	\$163,170	\$54,390	\$50,650	\$3,740
Irrigation Repairs	\$15,000	\$5,000	\$0	\$5,000
Plant Replacement	\$30,000	\$10,000	\$0	\$10,000
Electric	\$1,500	\$500	\$114	\$386
Streetlighting	\$73,000	\$24,333	\$17,554	\$6,780
Irrigation Water	\$58,000	\$19,333	\$9,643	\$9,690
Property Insurance	\$1,100	\$1,100	\$923	\$177
Field Management	\$18,566	\$6,189	\$6,189	(\$0)
Lake & Wetland Maintenance	\$22,800	\$7,600	\$3,900	\$3,700
Misc. Contingency	\$30,000	\$10,000	\$3,625	\$6,375
Stormwater/Lake Repair	\$15,000	\$5,000	\$0	\$5,000
Transfer Out	\$61,884	\$0	\$0	\$0
TOTAL OPERATION AND MAINTENANCE	\$490,018	\$143,445	\$92,597	\$50,847
TOTAL EXPENDITURES	\$686,730		\$188,242	
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	\$0		\$278,423	
FUND BALANCE, BEGINNING	\$0		\$850,853	
FUND BALANCE, ENDING	\$0		\$1,129,276	

WESTSIDE CDD
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE SERIES 2005
STATEMENT OF REVENUES & EXPENDITURES
For The Period Ending January 31, 2019

	Adopted Budget	Prorated Budget Thru 01/31/19	Actual Thru 01/31/19	Variance
REVENUE				
Assessments-On Roll	\$276,643	\$191,466	\$191,466	\$0
Assessments-Off Roll	\$163,560	\$81,780	\$2,368,814	\$2,287,034
Assessments-Accelerated	\$774,584	\$0	\$0	\$0
Other Debt Service Funds	\$8,559	\$2,853	\$0	(\$2,853)
Interest	\$0	\$0	\$9,698	\$9,698
Transfer In	\$0	\$0	\$398	\$398
TOTAL REVENUE	\$1,223,345	\$276,099	\$2,570,376	\$2,294,277
EXPENDITURES				
Interest - 11/1	\$399,173	\$399,173	\$423,891	(\$24,719)
Interest - 5/1	\$399,173	\$0	\$0	\$0
Principal - 5/1	\$425,000	\$0	\$0	\$0
TOTAL EXPENDITURES	\$1,223,345	\$399,173	\$423,891	(\$24,719)
OTHER FINANCING SOURCES				
Other Debt Service Cost	\$0	\$0	(\$28,296)	(\$28,296)
Transfer In (Out)	\$0	\$0	\$0	\$0
TOTAL OTHER FINANCING SOURCES (USES)	\$0	\$0	(\$28,296)	(\$28,296)
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	\$0		\$2,118,189	
FUND BALANCE, BEGINNING	\$0		(\$147,950)	
FUND BALANCE, ENDING	\$0		\$1,970,239	

WESTSIDE CDD
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE SERIES 2007
STATEMENT OF REVENUES & EXPENDITURES
For The Period Ending January 31, 2019

	Adopted Budget	Prorated Budget Thru 01/31/19	Actual Thru 01/31/19	Variance
REVENUE				
Assessments - On Roll	\$346,860	\$237,462	\$237,462	\$0
Assessments - Off Roll	\$59,897	\$29,948	\$761,759	\$731,810
Assessments - Accelerated	\$1,020,603	\$0	\$0	\$0
Other Debt Service Funds	\$10,200	\$0	\$0	\$0
Bondholder Contributions	\$0	\$0	\$0	\$0
Land Sale Proceeds	\$0	\$0	\$0	\$0
Interest	\$0	\$0	\$16,111	\$16,111
TOTAL REVENUE	\$1,437,560	\$267,410	\$1,015,331	\$747,921
EXPENDITURES				
Interest - 11/1	\$543,780	\$543,780	\$561,060	(\$17,280)
Interest - 5/1	\$543,780	\$0	\$0	\$0
Principal - 5/1	\$350,000	\$0	\$0	\$0
Special Call - 9/21	\$0	\$0	\$0	\$0
Interest - 9/21	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$1,437,560	\$543,780	\$561,060	(\$17,280)
OTHER FINANCING SOURCES				
Other Debt Service Cost	\$0	\$0	(\$28,296)	(\$28,296)
Transfer (Out)/In	\$0	\$0	\$0	\$0
TOTAL OTHER FINANCING SOURCES (USES)	\$0	\$0	(\$28,296)	(\$28,296)
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	\$0		\$425,975	
FUND BALANCE, BEGINNING	\$0		\$1,493,679	
FUND BALANCE, ENDING	\$0		\$1,919,654	

WESTSIDE CDD
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE SERIES 2018
STATEMENT OF REVENUES & EXPENDITURES
For The Period Ending January 31, 2019

	Adopted Budget	Prorated Budget Thru 01/31/19	Actual Thru 01/31/19	Variance
REVENUE				
Assessments	\$230,130	\$159,189	\$159,189	\$0
Interest	\$0	\$0	\$165	\$165
TOTAL REVENUE	\$230,130	\$159,189	\$159,355	\$165
EXPENDITURES				
Interest - 11/1	\$89,025	\$89,025	\$89,025	\$0
Interest - 5/1	\$89,025	\$0	\$0	\$0
Principal - 5/1	\$50,000	\$0	\$0	\$0
TOTAL EXPENDITURES	\$228,050	\$89,025	\$89,025	\$0
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	\$2,080		\$70,330	
FUND BALANCE, BEGINNING	\$89,025		\$204,370	
FUND BALANCE, ENDING	\$91,105		\$274,700	

WESTSIDE CDD
COMMUNITY DEVELOPMENT DISTRICT
CAPITAL PROJECTS SERIES 2005, 2007, & 2018
STATEMENT OF REVENUES & EXPENDITURES
For The Period Ending January 31, 2019

	Series 2005	Series 2007	Series 2018	Total
REVENUE				
Interest	\$1	\$4	\$3	\$8
TOTAL REVENUE	\$1	\$4	\$3	\$8
EXPENDITURES				
Bank Fees	\$0	\$100	\$0	\$100
Capital Outlay	\$0	\$0	\$0	\$0
Capital Outlay - COI	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$100	\$0	\$100
OTHER FINANCING SOURCES				
Bonds Proceeds	\$0	\$0	\$0	\$0
Transfer In (Out)	(\$398)	\$0	\$0	(\$398)
TOTAL OTHER FINANCING SOURCES (USES)	(\$398)	\$0	\$0	(\$398)
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(\$397)	(\$96)	\$3	(\$493)
FUND BALANCE, BEGINNING	\$397	\$26,820	\$2,627	\$27,216
FUND BALANCE, ENDING	\$0	\$26,723	\$2,630	\$29,353

WESTSIDE CDD
COMMUNITY DEVELOPMENT DISTRICT
CAPITAL RESERVE FUND
STATEMENT OF REVENUES & EXPENDITURES
For The Period Ending January 31, 2019

	Proposed Budget	Prorated Budget Thru 01/31/19	Actual Thru 01/31/19	Variance
REVENUE				
Transfer In	\$61,883	\$0	\$0	\$0
Interest	\$0	\$0	\$2,498	\$2,498
TOTAL REVENUE	\$61,883	\$0	\$2,498	\$2,498
EXPENDITURES				
Miscellaneous Expense	\$0	\$0	\$0	\$0
Capital Outlay	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	\$61,883		\$2,498	
FUND BALANCE, BEGINNING	\$141,158		\$299,094	
FUND BALANCE, ENDING	\$203,040		\$301,592	

**WESTSIDE CDD
COMMUNITY DEVELOPMENT DISTRICT**

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
REVENUE													
Maintenance Assessments-On Roll	\$0	\$31,723	\$167,157	\$9,145	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$208,025
Maintenance Assessments- Off Roll	\$34,103	\$79,482	\$119,658	\$21,003	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$254,245
Interest Income	\$1,030	\$1,029	\$1,140	\$1,197	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,395
Developer Contribution	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Misc Revenue	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL REVENUE	\$35,133	\$112,233	\$287,955	\$31,345	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$466,665
EXPENDITURES													
ADMINISTRATIVE													
Supervisor Fees	\$200	\$400	\$400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000
Fica Expense	\$15	\$31	\$31	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$77
Engineering Fees	\$95	\$95	\$95	\$95	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$380
Legal Fees	\$948	\$1,622	\$1,719	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,289
Arbitrage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Management Fees	\$3,315	\$3,315	\$3,315	\$3,315	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,261
Information Technology	\$83	\$83	\$83	\$83	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$333
Dissemination	\$6,292	\$292	\$292	\$292	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,167
Trustee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Assessment Roll Services	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
Auditing Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Telephone	\$0	\$8	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8
Postage and Freight	\$334	\$127	\$2	\$113	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$577
Insurance - General Liability	\$7,736	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,736
Printing and Binding	\$13	\$29	\$59	\$156	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$257
Legal Advertising	\$643	\$0	\$211	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$854
Miscellaneous Services	\$56	\$45	\$43	\$44	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$187
Office Supplies	\$8	\$8	\$10	\$10	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$36
Property Appraiser's Fee	\$0	\$0	\$0	\$555	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$555
Property Taxes	\$0	\$4	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4
Dues, Licenses, Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
Settlement Agreement Payments	\$0	\$53,750	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$53,750
TOTAL ADMINISTRATIVE	\$24,912	\$59,808	\$6,261	\$4,663	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$95,645
OPERATIONS AND MAINTENANCE													
Landscape Maintenance	\$12,663	\$12,663	\$12,663	\$12,663	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,650
Irrigation Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Plant Replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Electric	\$41	\$26	\$20	\$27	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$114
Streetlighting	\$4,383	\$4,383	\$4,383	\$4,404	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$17,554
Irrigation Water	\$2,413	\$1,144	\$3,132	\$2,953	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,643
Property Insurance	\$923	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$923
Field Management	\$1,547	\$1,547	\$1,547	\$1,547	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,189
Lake & Wetland Maintenance	\$975	\$975	\$975	\$975	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,900
Misc. Contingency	\$0	\$3,600	\$11	\$14	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,625
Stormwater/Lake Repair	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Transfer Out	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL OPERATIONS AND MAINTENANCE	\$22,945	\$24,338	\$22,732	\$22,583	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$92,597
TOTAL EXPENDITURES	\$47,857	\$84,146	\$28,992	\$27,246	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$188,242
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(\$12,724)	\$28,087	\$258,963	\$4,098	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$278,423

WESTSIDE
Community Development District
LONG TERM DEBT REPORT

SERIES 2005, SPECIAL ASSESSMENT REVENUE BONDS		
INTEREST RATE:	5.65%	
MATURITY DATE:	5/1/2037	
RESERVE FUND DEFINITION	MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$1,214,786	
RESERVE FUND BALANCE	\$570,012	
BONDS OUTSTANDING - 9/30/13		\$17,050,000
LESS: PRINCIPAL PAYMENT 5/1/14		\$0
LESS: PRINCIPAL PAYMENT 5/1/15		\$0
LESS: PRINCIPAL PAYMENT 4/1/16		(\$255,000)
LESS: PRINCIPAL PAYMENT 9/21/18 (PREPAYMENT)		(\$1,790,000)
CURRENT BONDS OUTSTANDING		\$15,005,000

SERIES 2007, SPECIAL ASSESSMENT REVENUE BONDS		
INTEREST RATE:	7.20%	
MATURITY DATE:	5/1/2038	
RESERVE FUND DEFINITION	MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$1,427,620	
RESERVE FUND BALANCE	\$718,625	
BONDS OUTSTANDING - 9/30/13		\$17,340,000
LESS: PRINCIPAL PAYMENT 5/1/14		\$0
LESS: PRINCIPAL PAYMENT 11/1/14 (PREPAYMENT)		(\$550,000)
LESS: PRINCIPAL PAYMENT 5/1/15		\$0
LESS: PRINCIPAL PAYMENT 4/1/16		(\$615,000)
LESS: PRINCIPAL PAYMENT 11/1/16 (PREPAYMENT)		(\$40,000)
LESS: PRINCIPAL PAYMENT 9/21/18 (PREPAYMENT)		(\$550,000)
CURRENT BONDS OUTSTANDING		\$15,585,000

SERIES 2018, SPECIAL ASSESSMENT REVENUE BONDS		
INTEREST RATE:	5% - 5.2%	
MATURITY DATE:	11/1/2048	
RESERVE FUND DEFINITION	MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$115,065	
RESERVE FUND BALANCE	\$115,065	
BONDS OUTSTANDING - 2/27/18		\$3,490,000
CURRENT BONDS OUTSTANDING		\$3,490,000

**WESTSIDE
COMMUNITY DEVELOPMENT DISTRICT**

SPECIAL ASSESSMENT RECEIPTS - FY2019

WESTSIDE CDD HOLDINGS, INC.			\$ 119,658.38		\$ 119,658.38	\$ -	\$ -
DATE RECEIVED	DATE DUE	Check Num	NET AMOUNT ASSESSED	NET AMOUNT RECEIVED	GENERAL FUND	SERIES 2005	SERIES 2007
12/11/18	11/1/18	9918205434	\$ 59,829.19	\$ 59,829.10	\$ 59,829.10	\$ -	\$ -
12/11/18	2/1/19	9918205434	\$ 29,914.60	\$ 29,914.60	\$ 29,914.60	\$ -	\$ -
12/11/18	5/1/19	9918205434	\$ 29,914.60	\$ 29,914.30	\$ 29,914.30	\$ -	\$ -
Total			\$ 119,658.39	\$ 119,658.00	\$ 119,658.00	\$ -	\$ -
MATTAMY ORLANDO LLC			\$ 18,971.47		\$ 18,971.47	\$ -	\$ -
DATE RECEIVED	DATE DUE	Check Num	NET AMOUNT ASSESSED	NET AMOUNT RECEIVED	GENERAL FUND	SERIES 2005	SERIES 2007
10/19/18	11/1/18	8481	\$ 9,485.73	\$ 9,845.73	\$ 9,845.73	\$ -	\$ -
	2/1/19		\$ 4,742.87	\$ -	\$ -	\$ -	\$ -
	5/1/19		\$ 4,742.87	\$ -	\$ -	\$ -	\$ -
Total			\$ 18,971.47	\$ 9,845.73	\$ 9,845.73	\$ -	\$ -
LAND ACQUISITION ONE LLC			\$ 13,124.79		\$ 13,124.79	\$ -	\$ -
DATE RECEIVED	DATE DUE	Check Num	NET AMOUNT ASSESSED	NET AMOUNT RECEIVED	GENERAL FUND	SERIES 2005	SERIES 2007
11/8/18	11/1/18	8892	\$ 6,562.39	\$ 6,562.39	\$ 6,562.39	\$ -	\$ -
	2/1/19		\$ 3,281.20	\$ -	\$ -	\$ -	\$ -
	5/1/19		\$ 3,281.20	\$ -	\$ -	\$ -	\$ -
Total			\$ 13,124.79	\$ 6,562.39	\$ 6,562.39	\$ -	\$ -

SUMMARY		TOTAL	GENERAL FUND	SERIES 2005	SERIES 2007	SERIES 2018
TAX ROLL ASSESSED AMOUNT	\$	920,309.36	\$ 300,567.36	\$ 276,642.00	\$ 343,100.00	\$ 230,006.72
DIRECT BILLED AMOUNT	\$	604,470.39	\$ 381,013.59	\$ 163,560.00	\$ 59,896.80	\$ -
TOTAL	\$	1,524,779.75	\$ 681,580.95	\$ 440,202.00	\$ 402,996.80	\$ 230,006.72
TAX ROLL ASSESSMENTS COLLECTED	\$	636,952.22	\$ 208,024.67	\$ 191,465.77	\$ 237,461.79	\$ 159,189.18
BOANERGE LLC	\$	-	\$ -	\$ -	\$ -	\$ -
BR GRAND AT WESTSIDE DST	\$	24,257.08	\$ 24,257.08	\$ -	\$ -	\$ -
DH HORTON	\$	63,009.24	\$ 63,009.24	\$ -	\$ -	\$ -
GOLDEN CAY LLC	\$	45,805.92	\$ 9,170.36	\$ 26,320.00	\$ 10,315.56	\$ -
LAND ACQUISITION ONE LLC	\$	21,742.62	\$ 21,742.62	\$ -	\$ -	\$ -
WESTSIDE CDD HOLDINGS, INC.	\$	119,658.00	\$ 119,658.00	\$ -	\$ -	\$ -
MATTAMY ORLANDO LLC	\$	9,845.73	\$ 9,845.73	\$ -	\$ -	\$ -
LAND ACQUISITION ONE LLC	\$	6,562.39	\$ 6,562.39	\$ -	\$ -	\$ -
DIRECT BILL ASSESSMENTS COLLECTED	\$	290,880.98	\$ 254,245.42	\$ 26,320.00	\$ 10,315.56	\$ -
TOTAL ASSESSMENTS COLLECTED	\$	927,833.20	\$ 462,270.09	\$ 217,785.77	\$ 247,777.35	\$ 159,189.18
VARIANCE	\$	596,946.55	\$ 219,310.86	\$ 222,416.23	\$ 155,219.45	\$ 70,817.54

SECTION 3

Westside CDD
FY 2019
Direct Bill Status

District	Landowner	Total O & M	Total Debt	Total Due		O & M	Debt	Total	Paid
Westside	Westside CDD Holdings	\$119,658	\$0	\$119,658	Nov	\$59,829.19		\$0.00	\$59,829.19 Paid @ Closing -12/11/18
	18-25-27-3160-000A-0080				Feb	\$29,914.60		\$0.00	\$29,914.60 Paid @ Closing -12/11/18
	(Former Fairwinds)	2005	\$0		May	\$29,914.60		\$0.00	\$29,914.60 Paid @ Closing -12/11/18
		2007	\$0		Total	\$119,658.38	\$0.00	\$0.00	\$119,658.38
	DR Horton	\$84,012	\$0	\$84,012	Nov	\$42,006.16		\$0.00	\$42,006.16 Paid 11/1/19
	18-25-27-3160-000B-0040				Feb	\$21,003.08		\$0.00	\$21,003.08 Paid 1/29/19
		2005	\$415,856		May	\$21,003.08		\$0.00	\$21,003.08
		2007	\$135,432		Total	\$84,012.32	\$0.00	\$0.00	\$84,012.32
	Golden Cay LLC	\$18,341	\$73,271	\$91,612	Nov	\$9,170.36	\$36,635.56	\$45,805.92	\$45,805.92 Paid 11/8/18
	07-25-27-5461-0001-0000				Feb	\$4,585.18	\$18,317.78	\$22,902.96	\$22,902.96
		2005	\$52,640		May	\$4,585.18	\$18,317.78	\$22,902.96	\$22,902.96
		2007	\$20,631		Total	\$18,340.72	\$73,271.12	\$91,611.84	\$91,611.84
	BR Grand at Westside	\$48,514	\$0	\$48,514	Nov	\$24,257.08		\$0.00	\$24,257.08 Paid 10/29/18
	06-25-27-5474-0001-0030				Feb	\$12,128.54		\$0.00	\$12,128.54
		2005	\$0		May	\$12,128.54		\$0.00	\$12,128.54
		2007	\$0		Total	\$48,514.15	\$0.00	\$0.00	\$48,514.15
	Land One Acquisition	\$43,485	\$0	\$43,485	Nov	\$21,742.63			\$21,742.63 Paid 11/8/18
	1825273160000B0110				Feb	\$10,871.31			\$10,871.31
		2005	\$0		May	\$10,871.31			\$10,871.31
		2007	\$0		Total	\$43,485.25		\$43,485.25	\$43,485.25
	Mattamy	\$18,971	\$0	\$18,971	Nov	\$9,485.74			\$9,485.74 Paid 10/17/18
	18-25-27-4941-0001-FD10				Feb	\$4,742.87			\$4,742.87
		2005	\$0.00		May	\$4,742.87			\$4,742.87
		2007	\$0.00		Total	\$18,971.47			\$18,971.47
	Land One Acquisition	\$13,125	\$0	\$13,125	Nov	\$6,562.40			\$6,562.40 Paid 11/8/18
	19-25-27-3160-000B-0030				Feb	\$3,281.20			\$3,281.20
		2005	\$0.00		May	\$3,281.20			\$3,281.20
		2007	\$0.00		Total	\$13,124.79			\$13,124.79
	Boonerge				Nov	\$17,453.26	\$75,092.84	\$92,546.10	\$92,546.10
	07-25-27-5461-0001-0015	O & M	\$34,907		Feb	\$8,726.63	\$37,546.42	\$46,273.05	\$46,273.05
		2005 Debt	\$110,920		May	\$8,726.63	\$37,546.42	\$46,273.05	\$46,273.05
		2007 Debt	\$39,266					\$185,092.20	\$185,092.20