

***Windward
Community Development District***

Agenda

May 15, 2024

AGENDA

Windward

Community Development District

219 East Livingston Street, Orlando, FL 32801
Phone: 407-841-5524 – Fax: 407-839-1526

May 8, 2024

Board of Supervisors
Windward Community
Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Windward Community Development District will be held **Wednesday, May 15, 2024 at 1:00 p.m.** at **7813 Four Seasons Blvd., Kissimmee, Florida 34747.** Following is the agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the April 17, 2024 Board of Supervisors Meeting
4. Consideration of Resolution 2024-04 Approving the Fiscal Year 2025 Proposed Budget and Setting a Public Hearing to Adopt
5. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Field Manager
 - i. Approval of Landscape Bid Package and Request for Proposals
 - D. District Manager
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
 - iii. Review of Task List
 - iv. Presentation of Registered Voters- 720
6. Other Business
7. Supervisors' Requests
8. Adjournment

MINUTES

**MINUTES OF MEETING
WINDWARD
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Windward Community Development District was held Wednesday, **April 17, 2024**, at 1:00 p.m. at 7813 Four Seasons Boulevard, Kissimmee, Florida.

Present and constituting a quorum were:

Jimmy Clark	Chairman
Susan Moss	Vice Chairperson
Marvin Morris	Assistant Secretary
Gretta Akellino	Assistant Secretary

Also Present were:

Jason Showe	District Manager
Kristen Trucco	District Counsel
Andy Hatton	Field Manager
Matt Shelton	Juniper Landscaping
Several Residents	

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

Public Comment

Resident Comments: No new mulch on CDD areas, purpose of landowners meeting, status of cameras for Mystic Dunes, PVC pipes by entrance of Key Bay Trail, who pays for areas being irrigated, division of responsibility for irrigation system, report issues to GMS between meetings, continuing issues with gate at dog park, sod at dog park, thanks to Andy for taking care of the pond behind my home, some irrigation clocks do not function properly, there was no response to request for location of irrigation clocks and zones, replacement of sod, list of repairs to be done that was created two months ago is not finished, no speed limit signs, no follow through from the developer on continuing issues, reason wells and retention ponds cannot be used for irrigation, Andy verifies

work is done before invoices are paid, development issues seem to never get done, need soil samples and reuse samples, Toho water quality may not be the best, proper amount of top soil was not put in place before sod was laid, need recommendation on the type of sod to lay, does KHov Corporate know what is going on in the CDD, there is a movement to contact the local news about the condition of the neighborhood, Juniper was requested to provide a check list of all work to be done during the month.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the February 21, 2024 Meeting

On MOTION by Mr. Clark seconded by Ms. Akellino with all in favor the minutes of the February 21, 2024 meeting were approved as amended.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2024-03 Setting a Date, Time and Location of Landowners' Election and Meeting

Mr. Showe stated Resolution 2024-03 sets the time, date and location of the landowners meeting. You have two seats that are transitioning to the general election and if you are interested in running for the board, you need to qualify through the supervisor of elections. Seat 1 held by Mr. Clark and seat 3 held by Mr. Morris will be filled by the general election process. Seat 5 held by Ms. Renaud will be filled at the landowners' election. Each property owner gets one vote for an acre of part thereof, for each lot you get one vote. We will take nominations from the floor and then ballots will be cast and counted at that time.

On MOTION by Ms. Moss seconded by Mr. Clark with three in favor Resolution 2024-03 setting November 20, 2024 as the landowners' meeting date and election was approved.

FIFTH ORDER OF BUSINESS

Discussion of Reserve Study Proposal

Mr. Showe stated we are going to start the budget process next month and we reached out to one of the vendors we use to get a proposal to conduct a reserve study. The proposal is to prepare a 30-year reserve study for \$3,400 and we are under in the admin section. We recommend

this to give us an idea of how much we should put away each year to build a reserve fund for replacement of district assets.

On MOTION by Ms. Akellino seconded by Mr. Clark with all in favor the Proposal in the amount of \$3,400 to prepare a reserve study was approved.

SIXTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Trucco stated we are moving forward with KHov to get the remaining plat dedicated tracts conveyed to the CDD. It does require the district engineer to walk the site and investigate the infrastructure and the property to be conveyed to the CDD before we record the deed. That is still in progress.

i. Annual Code of Ethics Memo

Ms. Trucco reviewed in detail the memorandum on Florida laws for public officials that was provided in the agenda package and included the following topics: code of ethics reminders, gifts, misuse of public position, voting conflict law, quorum and sunshine law reminders, and public records reminders.

B. Engineer

There being no comments, the next item followed.

C. Manager

i. Approval of Check Register

On MOTION by Mr. Morris seconded by Ms. Moss with all in favor the check register was approved.

ii. Balance Sheet and Income Statement

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

D. Field Manager’s Report
i. Ratification of Fountain Vendor Proposal

On MOTION by Mr. Clark seconded by Ms. Akellino with all in favor the proposal from L.P.M. for fountain services in the monthly amount of \$775 was ratified.

SEVENTH ORDER OF BUSINESS **Other Business**

Ms. Trucco stated other CDDs have a tracking list of tasks. Do you think we could do that and put it in the agenda for items you are working on and items that have been brought up at each meeting? Mr. Showe stated yes, we can do that.

EIGHTH ORDER OF BUSINESS **Supervisor’s Requests**

There being no comments, the next item followed.

NINTH ORDER OF BUSINESS **Audience Comments**

Residents had the following comments: request for more information on election and background, KHov has 53 lots left and they get 53 votes.

Mr. Showe stated plus any platted property in their name. It is one vote per lot, per acre or portion thereof.

A resident asked how do we nominate? Mr. Showe stated we will take nominations from the floor from anyone attending the meeting.

Ms. Trucco stated that meeting will be November 20, 2024 at 1:00 p.m. and will be for one seat. The other two seats will be filled by general election and is conducted by the supervisor of elections. There is criteria you have to follow to qualify.

Mr. Showe stated the general election process happens outside of any board member or staff person; it is done through the supervisor of elections office.

Additional questions: Tracts coming from KHov are they counted as KHov tracts?

Ms. Trucco: If they are not yet deeded to the district, it would be acreage toward their landowner vote. That may be transferred by the time November gets here.

Mr. Showe stated we get a roll from the property appraiser that shows the official acreage for KHov.

Further comments: Condition of ponds, will there be aerators in the ponds, possible mosquito treatment, are proxies available for landowner election.

TENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Clark seconded by Ms. Moss with all in favor the meeting adjourned at 2:23 p.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

RESOLUTION 2024-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WINDWARD COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGET(S) FOR FISCAL YEAR 2024/2025 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Windward Community Development District (“**District**”) prior to June 15, 2024, proposed budget(s) (“**Proposed Budget**”) for the fiscal year beginning October 1, 2024, and ending September 30, 2025 (“**Fiscal Year 2024/2025**”); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2024/2025 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: July 17, 2024
HOUR: 1:00 PM
LOCATION: 7813 Four Seasons Blvd.
Kissimmee, FL 34747

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT(S).** The District Manager is hereby directed to submit a copy of the Proposed Budget to the local general-purpose governments at least 60 days prior to the hearing set above.

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

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

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

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

PASSED AND ADOPTED THIS 15th DAY OF MAY, 2024.

ATTEST:

**WINDWARD COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Proposed Budget

Windward
Community Development District

Proposed Budget
FY 2025



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Windward
Community Development District
Proposed Budget
General Fund

Description	Adopted Budget FY2024	Actuals Thru 3/31/24	Projected Next 6 Months	Projected Thru 9/30/24	Proposed Budget FY2025
Revenues					
Assessments - Tax Roll/Direct	\$ 1,111,941	\$ 1,083,369	\$ 28,572	\$ 1,111,941	\$ 1,436,614
Miscellaneous Revenue	\$ -	\$ 7,521	\$ 7,521	\$ 15,042	\$ 7,521
Deficit Funding	\$ 105,000	\$ 214,266	\$ 318,029	\$ 532,295	\$ -
Total Revenues	\$ 1,216,941	\$ 1,305,157	\$ 354,122	\$ 1,659,279	\$ 1,444,135

Expenditures

Administrative

Supervisors Fees	\$ 4,800	\$ -	\$ 2,400	\$ 2,400	\$ 4,800
FICA Expense	\$ 367	\$ -	\$ 184	\$ 184	\$ 367
Engineering	\$ 16,000	\$ 3,554	\$ 12,447	\$ 16,000	\$ 16,000
Attorney	\$ 25,000	\$ 8,890	\$ 12,500	\$ 21,390	\$ 25,000
Arbitrage	\$ 900	\$ 450	\$ 450	\$ 900	\$ 900
Dissemination	\$ 9,620	\$ 5,810	\$ 5,810	\$ 11,620	\$ 10,101
Annual Audit	\$ 6,500	\$ 6,500	\$ -	\$ 6,500	\$ 6,500
Trustee Fees	\$ 8,008	\$ 7,758	\$ -	\$ 7,758	\$ 8,008
Assessment Administration	\$ 5,300	\$ 5,300	\$ -	\$ 5,300	\$ 5,565
Management Fees	\$ 41,327	\$ 20,664	\$ 20,664	\$ 41,327	\$ 45,000
Information Technology	\$ 1,855	\$ 927	\$ 927	\$ 1,855	\$ 1,948
Website Maintenance	\$ 1,060	\$ 530	\$ 530	\$ 1,060	\$ 1,113
Telephone	\$ 125	\$ -	\$ 125	\$ 125	\$ 125
Postage	\$ 800	\$ 399	\$ 400	\$ 799	\$ 800
Travel Per Diem	\$ 660	\$ -	\$ 330	\$ 330	\$ 660
Printing & Binding	\$ 500	\$ 52	\$ 250	\$ 302	\$ 500
Insurance	\$ 6,586	\$ 6,197	\$ -	\$ 6,197	\$ 6,817
Legal Advertising	\$ 1,500	\$ -	\$ 750	\$ 750	\$ 1,500
Other Current Charges	\$ 2,000	\$ 241	\$ 400	\$ 641	\$ 2,000
Office Supplies	\$ 150	\$ 3	\$ 20	\$ 23	\$ 150
Property Appraiser	\$ 500	\$ 261	\$ -	\$ 261	\$ 500
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ -	\$ 175	\$ 175
Total Administrative	\$ 133,733	\$ 67,711	\$ 58,186	\$ 125,897	\$ 138,529

Windward

Community Development District

Proposed Budget

General Fund

Description	Adopted Budget FY2024	Actuals Thru 3/31/24	Projected Next 6 Months	Projected Thru 9/30/24	Proposed Budget FY2025
<i>Operation & Maintenance</i>					
Field Services	\$ 17,712	\$ 8,856	\$ 8,856	\$ 17,712	\$ 18,598
General Repairs and Maintenance	\$ 10,000	\$ 450	\$ 5,000	\$ 5,450	\$ 18,500
Electric	\$ 158,992	\$ 63,759	\$ 72,600	\$ 136,359	\$ 145,000
Water & Sewer	\$ 531,795	\$ 524,148	\$ 301,404	\$ 825,552	\$ 602,808
Security Building Maintenance	\$ 10,000	\$ 8,543	\$ 6,716	\$ 15,259	\$ 15,000
Landscape Maintenance	\$ 237,545	\$ 75,863	\$ 76,353	\$ 152,216	\$ 310,000
Landscape Contingency	\$ 40,000	\$ 223,971	\$ 36,000	\$ 259,971	\$ 50,000
Property Insurance	\$ 5,664	\$ 6,012	\$ -	\$ 6,012	\$ 10,000
Fountain Maintenance	\$ 14,600	\$ 6,209	\$ 6,000	\$ 12,209	\$ 14,600
Lake Maintenance	\$ 9,000	\$ 9,225	\$ 9,225	\$ 18,450	\$ 22,100
Irrigation Repairs	\$ 25,000	\$ 18,399	\$ 18,402	\$ 36,801	\$ 30,000
Lighting Maintenance	\$ 2,500	\$ -	\$ 1,250	\$ 1,250	\$ -
Monument Maintenance	\$ 1,400	\$ 10,025	\$ 700	\$ 10,725	\$ -
Roadway Maintenance	\$ 9,000	\$ -	\$ 4,500	\$ 4,500	\$ 9,000
Contingency	\$ 10,000	\$ 10,874	\$ 5,000	\$ 15,874	\$ 10,000
<u>Total Operation & Maintenance</u>	\$ 1,083,208	\$ 966,333	\$ 552,006	\$ 1,518,339	\$ 1,255,606
<i>Other Expenditures</i>					
Capital Reserves - Transfer	\$ -	\$ -	\$ -	\$ -	\$ 50,000
<u>Total Other Expenditures</u>	\$ -	\$ -	\$ -	\$ -	\$ 50,000
Total Expenditures	\$ 1,216,941	\$ 1,034,044	\$ 610,192	\$ 1,644,236	\$ 1,444,135
Excess Revenues/(Expenditures)	\$ -	\$ 271,112	\$ (256,070)	\$ 15,042	\$ -

Net Assessment	\$ 1,436,614
Collection Cost (6%)	\$ 91,699
Gross Assessment	\$ 1,528,312

Number of Units	553
Gross Per Unit	\$ 2,764
Net Per Unit	\$ 2,598

Gross Per Unit Comparison		
FY2024 Gross	FY2025 Gross	Increase/(Decrease)
\$ 2,139	\$ 2,764	\$ 625

Windward
Community Development District
GENERAL FUND BUDGET

REVENUES:

Assessments

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

EXPENDITURES:

Administrative:

Supervisor Fees

Chapter 190, Florida Statutes, allows for each Board member to received \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings. The District anticipates 12 meetings per year, with 2 Board members receiving payment for their attendance at each meeting.

FICA Expense

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

Engineering

The District's engineer, Poulos & Bennett, will be providing general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review of invoices and requisitions, preparation and review of contract specifications and bid documents, and various projects assigned as directed by the Board of Supervisors and the District Manager.

Attorney

The District's legal counsel, Latham, Shuker, Eden & Beaudine, will be providing general legal services to the District, e.g. attendance and preparation for monthly meetings, preparation and review of agreements and resolutions, and other research assigned as directed by the Board of Supervisors and the District Manager.

Arbitrage

The District has contracted with AMTEC an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on the Series 2018A-1, 2020-A1, and 2020-A2 Special Assessment Revenue Bonds.

Windward

Community Development District

GENERAL FUND BUDGET

Dissemination

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

Description	Monthly	Annual
Dissemination	\$801.67	\$9,620.04
Re-Amortization		\$480.96
Total		\$10,101

Annual Audit

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis. Grau & Associates provides these services.

Trustee Fees

The District will pay annual trustee fees for the Series 2018A-1, 2020A-1 & 2020A-2 Special Assessment Revenue Bonds that are deposited with a Trustee at USBank.

Assessment Administration

The District has contracted with Governmental Management Services-CF, LLC to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

Management Fees

The District has contracted with Governmental Management Services-Central Florida, LLC to provide Management, Accounting and Recording Secretary Services for the District. The services include, but not limited to, recording and transcription of board meetings, budget preparation, all financial reporting, annual audit, etc.

Information Technology

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

Website Maintenance

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

Windward
Community Development District
GENERAL FUND BUDGET

Telephone

Telephone and fax machine.

Postage

The District incurs charges for mailing of agenda packages, overnight deliveries, checks for vendors and other required correspondence.

Travel Per Diem

The Board of Supervisors can be reimbursed for travel expenditures related to the conducting of District business.

Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes etc.

Insurance

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

Legal Advertising

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

Other Current Charges

Represents any miscellaneous expenses incurred during the fiscal year such as bank fees, deposit slips, stop payments, etc.

Office Supplies

The District incurs charges for office supplies that need to be purchased during the fiscal year.

Property Appraiser

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

Dues, Licenses & Subscriptions

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

Windward

Community Development District

GENERAL FUND BUDGET

Operation and Maintenance:

Field Services

Governmental Management Services – Central Florida, LLC provides onsite field management of contracts for the District such as landscape and lake maintenance. Services to include bimonthly onsite inspections, meetings with contractors, monitoring of utility accounts, attend Board meetings and receive and respond to property owner phone calls and emails.

General Repairs and Maintenance

Represents estimated costs for facility maintenance.

Electric

Represents estimated costs for electrical accounts with Duke Energy for entrance lighting, irrigation meters and other District areas.

Water & Sewer

Represents estimated costs for water & sewer services with Toho Water Authority for fountain, guardhouse, irrigation meters and other District areas.

Security Building Maintenance

Represents estimated costs for any repairs and maintenance to the guardhouse.

Landscape Maintenance

The District will maintain the landscaping within the common areas of the District after installation of landscape material has been completed. Juniper Landscaping of Florida, LLC provides these services.

Description	Monthly	Annual
Landscape Maintenance	\$25,666	\$307,992
Contingency		\$2,008
Total		\$310,000

Landscape Contingency

Represents estimated costs for any additional landscape expenses not covered under the monthly landscape maintenance contract.

Property Insurance

Represents estimated costs for the annual coverage of property insurance. Coverage will be provided by Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage to governmental agencies.

Windward Community Development District

GENERAL FUND BUDGET

Fountain Maintenance

The District will schedule the regularly cleaning and treatment of the fountain maintained by the District. The District will be contracting with Sitex Aquatics, LLC.

Description	Monthly	Annual
Fountain Maintenance	\$800	\$9,600
Contingency		\$5,000
Total		\$14,600

Lake Maintenance

Represents estimated costs for the maintenance of any ponds and lakes located within the District. Aquatic Weed Management, Inc provides these services.

Irrigation Repairs

Represents estimated costs for any repairs to the irrigation system.

Roadway Maintenance

Represents estimated costs for any sidewalk or roadway maintenance for areas maintained by the District.

Contingency

Represents any additional field expense that may not have been provided for in the budget.

Other Expenditures:

Capital Reserves - Transfer

Funds collected and reserved for the replacement of and/or purchase of new capital improvements throughout the District.

Windward
Community Development District
Proposed Budget
Debt Service Fund
Series 2018 A-1

Description	Adopted Budget FY2024	Actuals Thru 3/31/24	Projected Next 6 Months	Projected Thru 9/30/24	Proposed Budget FY2025
Revenues					
Special Assessments - 2018 A1	\$ 243,648	\$ 237,387	\$ 6,261	\$ 243,648	\$ 243,648
Interest Income	\$ 250	\$ 5,788	\$ 5,788	\$ 11,576	\$ 5,788
Carry Forward Surplus	\$ 119,287	\$ 122,778	\$ -	\$ 122,778	\$ 133,012
Total Revenues	\$ 363,185	\$ 365,953	\$ 12,049	\$ 378,002	\$ 382,448
Expenditures					
Series 2018A-1					
Interest - 11/1	\$ 92,495	\$ 92,495	\$ -	\$ 92,495	\$ 90,965
Principal - 5/1	\$ 60,000	\$ -	\$ 60,000	\$ 60,000	\$ 60,000
Interest - 5/1	\$ 92,495	\$ -	\$ 92,495	\$ 92,495	\$ 90,965
Total Expenditures	\$ 244,990	\$ 92,495	\$ 152,495	\$ 244,990	\$ 241,930
Excess Revenues/(Expenditures)	\$ 118,195	\$ 273,458	\$ (140,446)	\$ 133,012	\$ 140,518

*Carry forward less amount in Reserve funds.

Series 2018A-1	
Interest - 11/1/2025	\$89,435
Total	\$89,435

Number of Units	Net per Unit	Net Assessment
270	\$902	\$243,648

Windward
Community Development District
Series 2018 A-1 Special Assessment Bonds
Amortization Schedule

Date	Balance	Prinicpal	Interest	Total
11/01/24	\$ 3,195,000.00	\$ -	\$ 90,965.00	\$ 243,460.00
05/01/25	\$ 3,195,000.00	\$ 60,000.00	\$ 90,965.00	
11/01/25	\$ 3,135,000.00	\$ -	\$ 89,435.00	\$ 240,400.00
05/01/26	\$ 3,135,000.00	\$ 65,000.00	\$ 89,435.00	
11/01/26	\$ 3,070,000.00	\$ -	\$ 87,777.50	\$ 242,212.50
05/01/27	\$ 3,070,000.00	\$ 65,000.00	\$ 87,777.50	
11/01/27	\$ 3,005,000.00	\$ -	\$ 86,120.00	\$ 238,897.50
05/01/28	\$ 3,005,000.00	\$ 70,000.00	\$ 86,120.00	
11/01/28	\$ 2,935,000.00	\$ -	\$ 84,335.00	\$ 240,455.00
05/01/29	\$ 2,935,000.00	\$ 75,000.00	\$ 84,335.00	
11/01/29	\$ 2,860,000.00	\$ -	\$ 82,422.50	\$ 241,757.50
05/01/30	\$ 2,860,000.00	\$ 80,000.00	\$ 82,422.50	
11/01/30	\$ 2,780,000.00	\$ -	\$ 80,142.50	\$ 242,565.00
05/01/31	\$ 2,780,000.00	\$ 85,000.00	\$ 80,142.50	
11/01/31	\$ 2,695,000.00	\$ -	\$ 77,720.00	\$ 242,862.50
05/01/32	\$ 2,695,000.00	\$ 90,000.00	\$ 77,720.00	
11/01/32	\$ 2,605,000.00	\$ -	\$ 75,155.00	\$ 242,875.00
05/01/33	\$ 2,605,000.00	\$ 95,000.00	\$ 75,155.00	
11/01/33	\$ 2,510,000.00	\$ -	\$ 72,447.50	\$ 242,602.50
05/01/34	\$ 2,510,000.00	\$ 100,000.00	\$ 72,447.50	
11/01/34	\$ 2,410,000.00	\$ -	\$ 69,597.50	\$ 242,045.00
05/01/35	\$ 2,410,000.00	\$ 105,000.00	\$ 69,597.50	
11/01/35	\$ 2,305,000.00	\$ -	\$ 66,605.00	\$ 241,202.50
05/01/36	\$ 2,305,000.00	\$ 110,000.00	\$ 66,605.00	
11/01/36	\$ 2,195,000.00	\$ -	\$ 63,470.00	\$ 240,075.00
05/01/37	\$ 2,195,000.00	\$ 115,000.00	\$ 63,470.00	
11/01/37	\$ 2,080,000.00	\$ -	\$ 60,192.50	\$ 238,662.50
05/01/38	\$ 2,080,000.00	\$ 125,000.00	\$ 60,192.50	
11/01/38	\$ 1,955,000.00	\$ -	\$ 56,630.00	\$ 241,822.50
05/01/39	\$ 1,955,000.00	\$ 130,000.00	\$ 56,630.00	
11/01/39	\$ 1,825,000.00	\$ -	\$ 52,925.00	\$ 239,555.00
05/01/40	\$ 1,825,000.00	\$ 140,000.00	\$ 52,925.00	
11/01/40	\$ 1,685,000.00	\$ -	\$ 48,865.00	\$ 241,790.00
05/01/41	\$ 1,685,000.00	\$ 145,000.00	\$ 48,865.00	
11/01/41	\$ 1,540,000.00	\$ -	\$ 44,660.00	\$ 238,525.00
05/01/42	\$ 1,540,000.00	\$ 155,000.00	\$ 44,660.00	
11/01/42	\$ 1,385,000.00	\$ -	\$ 40,165.00	\$ 239,825.00
05/01/43	\$ 1,385,000.00	\$ 165,000.00	\$ 40,165.00	
11/01/43	\$ 1,220,000.00	\$ -	\$ 35,380.00	\$ 240,545.00

Windward
Community Development District
Series 2018 A-1 Special Assessment Bonds
Amortization Schedule

Date	Balance	Principal	Interest	Total
05/01/44	\$ 1,220,000.00	\$ 175,000.00	\$ 35,380.00	
11/01/44	\$ 1,045,000.00	\$ -	\$ 30,305.00	\$ 240,685.00
05/01/45	\$ 1,045,000.00	\$ 185,000.00	\$ 30,305.00	
11/01/45	\$ 860,000.00	\$ -	\$ 24,940.00	\$ 240,245.00
05/01/46	\$ 860,000.00	\$ 195,000.00	\$ 24,940.00	
11/01/46	\$ 665,000.00	\$ -	\$ 19,285.00	\$ 239,225.00
05/01/47	\$ 665,000.00	\$ 210,000.00	\$ 19,285.00	
11/01/47	\$ 455,000.00	\$ -	\$ 13,195.00	\$ 242,480.00
05/01/48	\$ 455,000.00	\$ 220,000.00	\$ 13,195.00	
11/01/48	\$ 235,000.00	\$ -	\$ 6,815.00	\$ 240,010.00
05/01/49	\$ 235,000.00	\$ 235,000.00	\$ 6,815.00	\$ 241,815.00
		\$ 3,195,000.00	\$ 2,919,100.00	\$ 6,266,595.00

Windward
Community Development District
Proposed Budget
Debt Service Fund
Series 2020 A-1

Description	Adopted Budget FY2024	Actuals Thru 3/31/24	Projected Next 6 Months	Projected Thru 9/30/24	Proposed Budget FY2025
Revenues					
Special Assessments - 2020 A1	\$ 255,379	\$ 248,817	\$ 6,562	\$ 255,379	\$ 255,379
Interest Income	\$ -	\$ 9,652	\$ 9,652	\$ 19,304	\$ 9,652
Carry Forward Surplus	\$ 95,755	\$ 97,655	\$ -	\$ 97,655	\$ 118,485
Total Revenues	\$ 351,134	\$ 356,124	\$ 16,214	\$ 372,338	\$ 383,516
Expenditures					
Series 2020A-1					
Interest - 11/1	\$ 86,926	\$ 86,926	\$ -	\$ 86,926	\$ 85,726
Principal - 5/1	\$ 80,000	\$ -	\$ 80,000	\$ 80,000	\$ 85,000
Interest - 5/1	\$ 86,926	\$ -	\$ 86,926	\$ 86,926	\$ 85,726
Total Expenditures	\$ 253,853	\$ 86,926	\$ 166,926	\$ 253,853	\$ 256,453
Excess Revenues/(Expenditures)	\$ 97,281	\$ 269,198	\$ (150,712)	\$ 118,485	\$ 127,064

*Carry forward less amount in Reserve funds.

Series 2020 A-1	
Interest - 11/1/2025	<u>\$84,451</u>
Total	<u><u>\$84,451</u></u>

Number of Units	Net per Unit	Net Assessment
283	\$902	\$255,379

Windward
Community Development District
Series 2020 A-1 Special Assessment Bonds
Amortization Schedule

Date	Balance	Prinicipal	Interest	Total
11/01/24	\$ 3,995,000.00	\$ -	\$ 85,726.25	\$ 252,652.50
05/01/25	\$ 3,995,000.00	\$ 85,000.00	\$ 85,726.25	\$ -
11/01/25	\$ 3,910,000.00	\$ -	\$ 84,451.25	\$ 255,177.50
05/01/26	\$ 3,910,000.00	\$ 85,000.00	\$ 84,451.25	\$ -
11/01/26	\$ 3,825,000.00	\$ -	\$ 82,900.00	\$ 252,351.25
05/01/27	\$ 3,825,000.00	\$ 90,000.00	\$ 82,900.00	\$ -
11/01/27	\$ 3,735,000.00	\$ -	\$ 81,257.50	\$ 254,157.50
05/01/28	\$ 3,735,000.00	\$ 90,000.00	\$ 81,257.50	\$ -
11/01/28	\$ 3,645,000.00	\$ -	\$ 79,615.00	\$ 250,872.50
05/01/29	\$ 3,645,000.00	\$ 95,000.00	\$ 79,615.00	\$ -
11/01/29	\$ 3,550,000.00	\$ -	\$ 77,881.25	\$ 252,496.25
05/01/30	\$ 3,550,000.00	\$ 100,000.00	\$ 77,881.25	\$ -
11/01/30	\$ 3,450,000.00	\$ -	\$ 76,056.25	\$ 253,937.50
05/01/31	\$ 3,450,000.00	\$ 105,000.00	\$ 76,056.25	\$ -
11/01/31	\$ 3,345,000.00	\$ -	\$ 73,825.00	\$ 254,881.25
05/01/32	\$ 3,345,000.00	\$ 110,000.00	\$ 73,825.00	\$ -
11/01/32	\$ 3,235,000.00	\$ -	\$ 71,487.50	\$ 255,312.50
05/01/33	\$ 3,235,000.00	\$ 110,000.00	\$ 71,487.50	\$ -
11/01/33	\$ 3,125,000.00	\$ -	\$ 69,150.00	\$ 250,637.50
05/01/34	\$ 3,125,000.00	\$ 115,000.00	\$ 69,150.00	\$ -
11/01/34	\$ 3,010,000.00	\$ -	\$ 66,706.25	\$ 250,856.25
05/01/35	\$ 3,010,000.00	\$ 120,000.00	\$ 66,706.25	\$ -
11/01/35	\$ 2,890,000.00	\$ -	\$ 64,156.25	\$ 250,862.50
05/01/36	\$ 2,890,000.00	\$ 125,000.00	\$ 64,156.25	\$ -
11/01/36	\$ 2,765,000.00	\$ -	\$ 61,500.00	\$ 250,656.25
05/01/37	\$ 2,765,000.00	\$ 135,000.00	\$ 61,500.00	\$ -
11/01/37	\$ 2,630,000.00	\$ -	\$ 58,631.25	\$ 255,131.25
05/01/38	\$ 2,630,000.00	\$ 140,000.00	\$ 58,631.25	\$ -
11/01/38	\$ 2,490,000.00	\$ -	\$ 55,656.25	\$ 254,287.50
05/01/39	\$ 2,490,000.00	\$ 145,000.00	\$ 55,656.25	\$ -
11/01/39	\$ 2,345,000.00	\$ -	\$ 52,575.00	\$ 253,231.25
05/01/40	\$ 2,345,000.00	\$ 150,000.00	\$ 52,575.00	\$ -
11/01/40	\$ 2,195,000.00	\$ -	\$ 49,387.50	\$ 251,962.50
05/01/41	\$ 2,195,000.00	\$ 160,000.00	\$ 49,387.50	\$ -
11/01/41	\$ 2,035,000.00	\$ -	\$ 45,787.50	\$ 255,175.00
05/01/42	\$ 2,035,000.00	\$ 165,000.00	\$ 45,787.50	\$ -
11/01/42	\$ 1,870,000.00	\$ -	\$ 42,075.00	\$ 252,862.50
05/01/43	\$ 1,870,000.00	\$ 175,000.00	\$ 42,075.00	\$ -
11/01/43	\$ 1,695,000.00	\$ -	\$ 38,137.50	\$ 255,212.50
05/01/44	\$ 1,695,000.00	\$ 180,000.00	\$ 38,137.50	\$ -
11/01/44	\$ 1,515,000.00	\$ -	\$ 34,087.50	\$ 252,225.00
05/01/45	\$ 1,515,000.00	\$ 190,000.00	\$ 34,087.50	\$ -
11/01/45	\$ 1,325,000.00	\$ -	\$ 29,812.50	\$ 253,900.00
05/01/46	\$ 1,325,000.00	\$ 200,000.00	\$ 29,812.50	\$ -
11/01/46	\$ 1,125,000.00	\$ -	\$ 25,312.50	\$ 255,125.00
05/01/47	\$ 1,125,000.00	\$ 205,000.00	\$ 25,312.50	\$ -
11/01/47	\$ 920,000.00	\$ -	\$ 20,700.00	\$ 251,012.50
05/01/48	\$ 920,000.00	\$ 215,000.00	\$ 20,700.00	\$ -
11/01/48	\$ 705,000.00	\$ -	\$ 15,862.50	\$ 251,562.50
05/01/49	\$ 705,000.00	\$ 225,000.00	\$ 15,862.50	\$ -
11/01/49	\$ 480,000.00	\$ -	\$ 10,800.00	\$ 251,662.50

Windward
Community Development District
Series 2020 A-1 Special Assessment Bonds
Amortization Schedule

Date		Balance		Prinicpal		Interest		Total
05/01/50	\$	480,000.00	\$	235,000.00	\$	10,800.00	\$	-
11/1/50	\$	245,000.00	\$	-	\$	5,512.50	\$	251,312.50
5/1/51	\$	245,000.00	\$	245,000.00	\$	5,512.50	\$	250,512.50
				\$ 3,995,000.00	\$	2,918,100.00	\$	7,080,026.25

Windward
Community Development District
Proposed Budget
Debt Service Fund
Series 2020 A-2

Description	Adopted Budget FY2024	Actuals Thru 3/31/24	Projected Next 6 Months	Projected Thru 9/30/24	Proposed Budget FY2025
Revenues					
Special Assessments - 2020 A2	\$ 156,640	\$ -	\$ 131,120	\$ 131,120	\$ 81,840
Assessments - Prepayment	\$ -	\$ 1,084,828	\$ -	\$ 1,084,828	\$ -
Interest Income	\$ -	\$ 15,076	\$ 15,076	\$ 30,153	\$ 15,076
Carry Forward Surplus	\$ 205,085	\$ 802,467	\$ -	\$ 802,467	\$ 221,628
Total Revenues	\$ 361,725	\$ 1,902,372	\$ 146,196	\$ 2,048,568	\$ 318,545
Expenditures					
Series 2020A-2					
Interest - 11/1	\$ 78,320	\$ 78,320	\$ -	\$ 78,320	\$ 40,920
Special Call - 11/1	\$ -	\$ 580,000	\$ -	\$ 580,000	\$ -
Interest - 2/1	\$ -	\$ 7,700	\$ -	\$ 7,700	\$ -
Special Call - 2/1	\$ -	\$ 700,000	\$ -	\$ 700,000	\$ -
Special Call - 5/1	\$ -	\$ -	\$ 420,000	\$ 420,000	\$ -
Interest - 5/1	\$ 78,320	\$ -	\$ 40,920	\$ 40,920	\$ 40,920
Total Expenditures	\$ 156,640	\$ 1,366,020	\$ 460,920	\$ 1,826,940	\$ 81,840
Excess Revenues/(Expenditures)	\$ 205,085	\$ 536,352	\$ (314,724)	\$ 221,628	\$ 236,705

*Carry forward less amount in Reserve funds.

Series 2020 A-2	
Interest - 11/1/2025	<u>\$40,920</u>
Total	<u><u>\$40,920</u></u>

Windward
Community Development District
Series 2020 A-2 Special Assessment Bonds
Amortization Schedule

DATE	BALANCE	PRINCIPAL	INTEREST	TOTAL
11/01/24	\$ 1,860,000.00	\$ -	\$ 40,920.00	\$ 81,840.00
05/01/25	\$ 1,860,000.00	\$ -	\$ 40,920.00	
11/01/25	\$ 1,860,000.00	\$ -	\$ 40,920.00	\$ 81,840.00
05/01/26	\$ 1,860,000.00	\$ -	\$ 40,920.00	
11/01/26	\$ 1,860,000.00	\$ -	\$ 40,920.00	\$ 81,840.00
05/01/27	\$ 1,860,000.00	\$ -	\$ 40,920.00	
11/01/27	\$ 1,860,000.00	\$ -	\$ 40,920.00	\$ 81,840.00
05/01/28	\$ 1,860,000.00	\$ -	\$ 40,920.00	
11/01/28	\$ 1,860,000.00	\$ -	\$ 40,920.00	\$ 81,840.00
05/01/29	\$ 1,860,000.00	\$ -	\$ 40,920.00	
11/01/29	\$ 1,860,000.00	\$ -	\$ 40,920.00	\$ 81,840.00
05/01/30	\$ 1,860,000.00	\$ -	\$ 40,920.00	
11/01/30	\$ 1,860,000.00	\$ -	\$ 40,920.00	\$ 81,840.00
05/01/31	\$ 1,860,000.00	\$ -	\$ 40,920.00	
11/01/31	\$ 1,860,000.00	\$ -	\$ 40,920.00	\$ 81,840.00
05/01/32	\$ 1,860,000.00	\$ -	\$ 40,920.00	
11/01/32	\$ 1,860,000.00	\$ -	\$ 40,920.00	\$ 81,840.00
05/01/33	\$ 1,860,000.00	\$ -	\$ 40,920.00	
11/01/33	\$ 1,860,000.00	\$ -	\$ 40,920.00	\$ 81,840.00
05/01/34	\$ 1,860,000.00	\$ -	\$ 40,920.00	
11/01/34	\$ 1,860,000.00	\$ -	\$ 40,920.00	\$ 81,840.00
05/01/35	\$ 1,860,000.00	\$ 1,860,000.00	\$ 40,920.00	
11/01/35			\$ -	\$ 1,900,920.00
		\$ 1,860,000.00	\$ 900,240.00	\$ 2,801,160.00

Windward
Community Development District
Proposed Budget
Capital Reserve Fund

	Adopted Budget FY2024	Actuals Thru 3/31/24	Projected Next 6 Months	Total Projected 9/30/24	Proposed Budget FY2025
Revenues					
Interest	\$ -	\$ -	\$ -	\$ -	\$ -
Carry Forward Surplus	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ -	\$ -	\$ -	\$ -	\$ -
Expenditures					
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -
Other Financing Sources/(Uses)					
Transfer In (Out)	\$ -	\$ -	\$ -	\$ -	\$ 50,000
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ -	\$ -	\$ 50,000
Excess Revenues/(Expenditures)	\$ -	\$ -	\$ -	\$ -	\$ 50,000

SECTION V

SECTION C

SECTION 1

PROJECT MANUAL

FOR

**LANDSCAPE & IRRIGATION
MAINTENANCE SERVICES**

**WINDWARD COMMUNITY DEVELOPMENT DISTRICT
Osceola County, Florida**

Date of Issue: May 18, 2024 at 9:00 a.m.

Due Date: June 12, 2024 at 11:00 a.m.

PROJECT MANUAL
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I. PUBLIC NOTICE

LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES REQUEST FOR PROPOSALS WINDWARD COMMUNITY DEVELOPMENT DISTRICT Osceola County, Florida

Notice is hereby given that the Windward Community Development District (“**District**”) will accept proposals from qualified firms (“**Proposers**”) interested in providing landscape and irrigation maintenance services, all as more specifically set forth in the Project Manual. The Project Manual, including among other materials, contract documents, project scope and any technical specifications, will be available for public inspection and may be obtained by sending an email to csmith@gmscfl.com. In order to submit a proposal, each Proposer must (1) be authorized to do business in Florida and hold all required state and federal licenses in good standing; and (2) have at least five (5) years of experience with landscape maintenance projects. The District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the proposal opening, and to provide notice of such changes only to those Proposers who have attended the pre-proposal meeting and registered.

Firms desiring to provide services for this project must submit a written proposal **AND** a PDF file on a flash-drive no later than June 12, 2024 at 11:00 a.m. (EST) to Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801, Attention: Clayton Smith. Proposals shall be submitted in a sealed package, shall bear the name of the Proposer on the outside of the package and shall clearly identify the project. Proposals will be publicly opened at the time and date stipulated above; those received after the time and date stipulated above may be returned un-opened to the Proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified.

Any protest regarding the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and state holidays) after the day of the pre-proposal meeting. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents. Additional information and requirements regarding protests are set forth in the Project Manual and the District’s Rules of Procedure, which are available from the District Manager.

Rankings will be made based on the Evaluation Criteria contained within the Project Manual. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly reserves the right to make such award to other than the lowest price proposal. The District has the right to reject any and all proposals and waive any technical errors, informalities or irregularities if it determines in its discretion it is in the best interest of the District

to do so. Any and all questions relative to this project shall be directed in writing by e-mail only to Clayton Smith at csmith@gmscfl.com.

All proposals will be publicly opened at a meeting of the District to be held at **11:00 a.m. (EST), June 12, 2024**, at the offices of Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801. Proposals will be publicly opened at that time and place, with Proposer names and total pricing announced at that time, provided that Proposals may be maintained on a confidential basis to the extent permitted by Florida law. No decisions of the District’s Board of Supervisors will be made at that time. A copy of the agenda for the meeting can be obtained from the District Office at 219 East Livingston Street, Orlando, Florida 32801 or by phone at 407-841-5524.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. There may be occasions when one or more Board Supervisors or staff members will participate by telephone. At the above location will be present a speaker telephone so that any Board Supervisor or staff member can attend the meeting and be fully informed of the discussions taking place either in person or by telephone communication. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record.

Any person requiring special accommodations to participate in this meeting is asked to advise the District Office at 407-841-5524, at least 48 hours before the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

Windward Community Development District
Jason Showe, District Manager

II. INSTRUCTIONS TO PROPOSERS

WINDWARD COMMUNITY DEVELOPMENT DISTRICT

Landscape & Irrigation Maintenance Services
Osceola County, Florida

Instructions to Proposers

1. DUE DATE. Sealed proposals (“**Proposals**”) must be received from interested parties (“**Proposer(s)**”) no later than **June 12, 2024, at 11:00 a.m. (EST)**, at Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801, Attention: Clayton Smith.

2. SUMMARY OF SCHEDULE. The District anticipates the following RFP schedule, though certain dates may be subject to change:

DATE/TIME	EVENT
May 18, 2024	RFP Notice is issued.
May 18, 2024 at 9:00 a.m.	RFP package available for pick-up or download (“ Proposal Pick-Up Time ”)
May 20, 2024 to June 7, 2024	Site inspections available.
June 6, 2024 at 5:00 p.m.	Deadline for questions.
June 12, 2024 at 11:00 a.m.	Proposals submittal deadline.
June 12, 2024 at 11:00 a.m.	Public meeting to open bids.
June 19, 2024 at 1:00 p.m.	Board Meeting to evaluation proposals received.

3. MANDATORY PRE-PROPOSAL MEETING. There is no mandatory pre-proposal meeting.

4. SIGNATURE ON PROPOSAL; CORRECTIONS. Each Proposer must correctly execute all forms, affidavits, and acknowledgments for which signature and notary blocks are provided. If the proposal is made by an individual, that person’s name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the State under the laws of which the corporation was chartered. In addition, the proposal shall bear the seal of the corporation. Anyone signing the proposal as agent shall file with the proposal legal evidence of his/her authority to do so. All proposals must be completed in pen and ink or type written. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the proposal.

5. [RESERVED]

6. FAMILIARITY WITH THE PROJECT. The Proposer, by and through the submission of the Proposal, agrees that he shall be held responsible for having heretofore examined the project site, the location of all proposed work and for having satisfied himself from his own personal knowledge and experience or professional advice as to the character, conditions, and location of the site, the nature of the turf, shrubs, trees, palms, vegetation, weeds, sprinklers and irrigation systems, roads, sidewalks and paved paths, ground, surface and subsurface, and any other conditions surrounding and affecting the work, any obstruction, the nature of any existing construction, and all other physical characteristics of the job, in order that the Proposer may include in the prices which the Proposer proposes all costs pertaining to the work and thereby provide for the satisfactory landscape and irrigation maintenance thereof. The Proposer agrees to accept the site in an “as is” condition and hold its prices for the period set forth in this proposal package, regardless of any changes to the site that may occur from the time of Proposal submission and through the time of contract award and the start of any work under the contract. The Proposer, in preparing the Proposal, shall take into consideration that work by other contractors may be in progress at or near the site and that the Proposer shall not interfere with work done by such other contractors.

7. FAMILIARITY WITH THE LAW. By submitting a Proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work as well as the District’s operating rules and procedures. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

8. PROJECT MANUAL. The “Project Manual” and any addenda thereto, will be available from the District’s Manager by sending an email to csmith@gmscfl.com beginning **May 18, 2024 at 9:00 a.m.** Proposers shall obtain a Project Manual prior to the mandatory pre-proposal meeting.

9. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein at the sole and absolute discretion of the District. The Proposer shall submit with its Proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to provide the required work to the satisfaction of the District.

10. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, if the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

11. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing, via e-mail only, to Clayton Smith at csmith@gmscfl.com. Additionally, the District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the Proposal opening. Interpretations or clarifications considered necessary in response to questions or in otherwise in order to clarify the requirements of the Project Manual will be issued by Addenda to all parties. Questions received after **June 6, 2024, at 5:00 p.m.** will not be answered. Answers to all questions will be provided

to all Proposers by e-mail. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

12. SUBMISSION OF PROPOSAL. Submit one (1) hard copy and one (1) digital PDF copy (flash drive required), along with other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation “RESPONSE TO REQUEST FOR PROPOSALS (Windward Community Development District – Landscape & Irrigation Maintenance) ENCLOSED” on the face of it. All costs to prepare and submit a response shall be borne by the Proposer. All proposals will be publicly opened **June 12, 2024, at 11:00 a.m. (EST)**, at the offices of Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801.

13. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at any time prior to the time and date the proposals are due. No Proposal may be withdrawn after opening for a period of ninety (90) days.

14. PROPOSAL FORMS. All blanks on the Proposal forms must be completed in ink or typewritten. The Proposal shall contain an acknowledgment of receipt of all Addenda. In making its Proposal, each Proposer represents that it has read and understands the Project Manual and that the Proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents. Proposer shall provide in their Proposal a complete breakdown of both unit quantities and unit costs for each separate item associated with landscaping & irrigation maintenance plan and technical specifications. The quantities and unit costs for landscaping materials shall be provided by the Proposer in accordance with the Project Manual. Failure to supply any requested information and submit fully completed forms may result in disqualification. The District reserves the right to request additional information if clarification is necessary.

15. PROPOSAL INFORMATION. All Proposals should include the following information, among other things described herein:

- A. A completed and executed Proposal Form, with all of its parts and any attachments, as well as executed copies of the Affidavit Regarding Proposal, the Sworn Statement Regarding Public Entity Crimes, and the Sworn Statement Regarding Scrutinized Companies.
- B. A listing of the position / title and corporate responsibilities of key management or supervisory personnel (forms attached). Include resumes for each person listed, and list years of experience in present position for each party listed and years of related experience.

- C. Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the project manager level.
- D. Information related to other projects of similar size and scope for which Proposer has provided, or is currently providing, landscape and irrigation maintenance services over the past three years (forms attached), including the scope of services provided, the name of the project owner, and a contact name and phone number.
- E. A list of the total annual dollar value of work completed for the last three (3) years.
- F. A list of all other contracts related to the provision of services by the Proposer in which the company is presently engaged.
- G. At least three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person. The references may, but are not required to, overlap with the projects or current contracts as listed under items E. and F.
- H. A narrative description of the Proposer's approach to providing the services as described in the scope of services provided herein (limited to five (5) pages).
- I. Completed proposal pricing sheet. All responses must itemize the cost for each of the items described in the Project Manual and break out all costs, such as the number of mowings by month, dollar value by event, etc. Unit costs for mulch and annuals, including installation, should be provided but not included in the contract amount as these services shall be rendered at the discretion of the District's Board of Supervisors. If additional services are added during the term of the contract, compensation for such services shall be based on the unit prices provided.
- J. A current Certificate of Insurance and proof of financial capability, as specified herein.

16. INSURANCE. All Proposers shall include as part of their proposal a current Certificate of Insurance demonstrating the company's ability to meet the insurance coverage requirements set forth in the attached contract form provided herein. In the event the Proposer is notified of award, it shall provide proof of the insurance coverage identifying the District, its officers, employees and agents as additional insureds, as stated in the contract form provided herein, within fifteen (15) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

17. FINANCIALS. In evaluating and scoring the proposals, the District will consider the financial capability of each Proposer, and as such each Proposer should submit relevant information regarding financial capability. In the event the Proposer is notified of award, the

District may in its sole discretion require that the Proposer provide sufficient proof of financial capability, including, if requested, audited financial statements from the last three years.

18. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, in its sole and absolute discretion, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

19. CONTRACT AWARD; CHANGES. Within fifteen (15) days of receipt of the Notice of Award from the District or as otherwise extended by the District, the Proposer shall enter into and execute a contract in substantially the form included in the Project Manual. If a Proposer to whom a contract is awarded forfeits and fails to execute a contract agreement within the aforementioned timeframe, the contract award may be annulled at the District's option. If the award is annulled, the District may, at its sole discretion, award the contract to the next highest ranked Proposer for the contract work, re-advertise, perform the work by day/temporary labor, or through in-house operations. The successful Proposer ("**Contractor**") is expected to commence work on or about August 1, 2024, or on such other date as may be specified by the district in a written Notice to Proceed. The contract shall be for a specified term and, upon expiration or termination, Contractor, if requested by the District, agrees to perform the services on a month-to-month basis until either party has provided the other party written notice of its election to renew or terminate the contract. Any work performed prior to issuance of a Notice to Proceed shall be at the Proposer's or Contractor's risk unless specifically agreed in writing. This RFP does not guarantee that a contract will be awarded. The District reserves the exclusive right to reject any and all Proposals and to award by items, groups of items, or total proposal.

The District reserves the right to order changes in its scope of work and resulting contract. The successful proposer has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the Contractor. Price adjustments will be based on the prices proposed by the Contractor in response to this solicitation. Any contract resulting from this solicitation may be modified upon written and mutual consent of both parties.

20. MANDATORY AND PERMISSIVE REQUIREMENTS. Notwithstanding anything else within the Project Manual, the only mandatory requirements of this Project Manual are that each Proposer must (1) be authorized to do business in Florida, (2) hold all required state and federal licenses in good standing; and (3) have at least five (5) years of experience as a landscape and irrigation maintenance contractor; and (4) attend the Mandatory Pre-Proposal Meeting. All other requirements set forth in the Project Manual shall be deemed "permissive," in that a Proposer's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the Proposer's Proposal, but instead in the Board's discretion may result in the disqualification of a Proposal or alternatively may be taken into account in the evaluation and scoring of the Proposal.

21. INDEMNIFICATION. The successful Proposer shall fully indemnify, defend and hold harmless the District and its officers, agents, and employees from and against all claims, damages, costs and losses arising, in whole or in part, from its negligence or breach of contract, as more fully set forth in the contract form, provided herein.

22. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute or law.

23. EVALUATION OF PROPOSALS. The proposals shall be ranked based on the criteria presented in the Evaluation Criteria sheets contained within the Project Manual. Price will be one factor used in determining the proposal that is in the District's best interest, but the District explicitly reserves the right to make such award to other than the lowest priced proposal. The Board shall review and evaluate the Proposals in their individual discretion and make any final determination with respect to the award of a final contract that is in the best interests of the District. Proposals may be held by the District for a period not to exceed 90 days from the date of proposal opening for the purposes of reviewing the proposals and investigating the qualifications of the Proposers, prior to executing a contract agreement. During this time, all provisions of the submitted proposal must be in effect, including pricing. The District may visit the Proposer's facilities as part of the evaluation process. The District also reserves the right to seek clarification from prospective firms on any issue in a response, invite specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

24. COLLUSION. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

25. BLACK OUT PERIOD/CONE OF SILENCE. The black out period is defined as between the time the Request for Proposals is issued by the District and the time the Board awards the contract. During this black out period, and except as otherwise expressly authorized herein, any attempt to communicate either directly or indirectly with District staff or officials related to this solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, will result in disqualification of their award and/or contract. This does not apply to pre-solicitation conferences, contract negotiations, or communications with staff not concerning this solicitation.

26. PRICING. Proposers shall submit their price information on the supplied forms with all blank spaces completed. Proposers shall also sign the required form. Each line item shall be clearly stated and cover all charges including incidental expenses, applicable taxes, insurance, overhead and profit. Proposers will not be allowed to make any substitutions in materials, quantities or frequencies during the proposal process. Proposers shall guarantee that their pricing to the District shall not increase throughout the term of the contract agreement executed.

27. REFERENCE TERMS. Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships and corporations. References in the

singular shall be construed to include the plural and references in the plural shall be construed to include the singular.

28. ADDITIONAL TERMS AND CONDITIONS. No additional terms and conditions included with the proposal response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the Proposer's authorized signature affixed to the proposal attests to this.

29. PROTESTS. Any protest regarding the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the map, the specifications, the evaluation criteria, the evaluation process established in the Project Manual, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours after the Proposal Pick-Up Time, and any protest relating to a decision regarding a contract award or rejection of proposal(s) must be filed within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of a notice of such a decision. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications, contract documents, or decision. Additional information and requirements regarding protests are set forth in the District's Rules of Procedure, which are available from the District Manager. All protests must be filed to: District Manager, Clayton Smith at csmith@gmscfl.com and Jarett Wright at jwright@gmscfl.com.

30. PROTEST BOND. Any proposer who files a Notice of Protest protesting the Project Manual, a proposal rejection, or a proposal award shall post with the District at the time of filing, a protest bond payable to the District. The protest bond for protesting the Project Manual shall be in the amount of ten thousand dollars (\$10,000.00). Notwithstanding the District's operating rules, the protest bond for protesting a proposal rejection or proposal award shall be in an amount equal to ten percent (10%) of the value of the solicitation, but in no case less than ten thousand dollars (\$10,000.00). Bonds shall be by a U.S. postal service money order, certified, cashier's check or such other form of surety as the District's Staff may approve. All bonds shall be made payable to the District. Failure to post such bond within the requested time period shall result in the protest being dismissed by the District, with the proposer afforded no relief.

If the person or firm protesting the award prevails, the bond shall be returned to the protestor; however, if, after completion of a formal protest hearing in which the District prevails, the bond shall be applied to payment of the costs and attorney fees incurred by the District relative to the protest. The entire amount of the bond shall be forfeited if the District determines that a protest was filed for a frivolous or improper purpose, including, but not limited to, the purpose of harassing, causing unnecessary delay, or causing needless cost for the District or other parties. No proposer shall be entitled to recover any costs of proposal preparation from the District, regardless of the outcome of any protest.

III. EVALUATION CRITERIA

WINDWARD COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

EVALUATION CRITERIA

1. Personnel & Equipment (20 Points Possible) (____ Points Awarded)

This category addresses the following criteria: skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the property; present ability to manage this project; proposed staffing levels; capability of performing the work; geographic location; subcontractor listing; inventory of all equipment; etc. Skill set includes certification, technical training, and experience with similar projects. Please include resumes, certifications, etc., with proposal. Please also provide evidence of the proposer's ability to meet deadlines and be responsive to client needs.

2. Experience (20 Points Possible) (____ Points Awarded)

This category addresses past & current record and experience of the Proposer in similar projects; volume of work previously awarded to the firm; past performance in any other contracts; etc.

3. Understanding Scope of RFP (15 Points Possible) (____ Points Awarded)

This category addresses the following issues: Does the proposal demonstrate an understanding of the District's needs for the services requested? Does it provide all information as requested by the District including pricing, scheduling, staffing, etc.? Does it demonstrate clearly the ability to perform these services? Were any suggestions for "best practices" included? Does the proposal as a whole appear to be feasible, in light of the scope of work? Did the contractor use the forms provided from the Project Manual in responding to the proposal?

4. Financial Capacity (5 Points Possible) (____ Points Awarded)

This category addresses whether the Proposer has demonstrated that it has the financial resources and stability as a business entity necessary to implement and execute the work. Proposer should include proof of ability to provide insurance coverage as required by the District as well as audited financial statements, or similar information.

5. Price (25 Points Possible) (____ Points Awarded)

A full twenty-five (25) points will be awarded to the Proposer submitting the lowest bid for Parts 1 – 4 (the Contract Amount). AN AVERAGE OF ALL FIVE YEARS PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND THE FOUR ANNUAL RENEWALS. All other proposers will receive a percentage of this amount

based upon a formula which divides the low bid by the proposer's bid and is then multiplied by the number of points possible in this part of the Price evaluation.

EXAMPLE: Contractor "A" turns in a bid of \$210,000 and is deemed to be low bid and will receive the full 25 points. Contractor "B" turns in a bid of \$265,000. Bid "A" is divided by Bid "B" then multiplied by the number of points possible (25). $(210,000/265,000) \times 25 = 19.81$, therefore, Contractor "B" will receive 19.81 of 25 possible points. Contractor "C" turns in a bid of \$425,000. Bid "A" is divided by Bid "C" then multiplied by the number of points possible (25). $(210,000/425,000) \times 25 = 12.35$, therefore, Contractor "C" will receive 12.35 of 25 points.

6. Reasonableness of ALL Numbers (15 Points Possible) (____ Points Awarded)

Up to fifteen (15) points will be awarded as to the reasonableness of ALL numbers, quantities & costs (including, but not limited to fertilizer quantities, mulch quantities based on Contractor's field measurements) provided, including Parts 1, 2, 3, 4, 5 and 6, as well as unit costs from the additional schedules.

Proposer's Total Score (100 Points Possible) (____ Points Awarded)

Additional Information Regarding Evaluation

Once proposals are received, the District's Board of Supervisors will review each proposal and score each based on the evaluation criteria, information provided in response to reference checks, and any other information available to the District and permitted to be used under law. The District's award will be based on the proposal that is most advantageous to the District.

The District reserves the right to seek clarification from prospective firms on any issue in a response for the District, invite specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

Do not attempt to contact any District Board member, staff member or any person other than the appointed staff for questions relating to this RFP. Anyone attempting to lobby District representatives will be disqualified.

It is anticipated that the District's Board of Supervisors will meet to evaluate the proposals on June 19, 2024, at 1:00 p.m., but the District reserves the right to reschedule any such meeting.

IV. AFFIDAVIT REGARDING PROPOSAL

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, appeared the affiant, _____, and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ (“Proposer”), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.

2. I assisted with the preparation of, and have reviewed, the Proposer’s proposal (“Proposal”) provided in response to the Windward Community Development District’s (“District”) request for proposals for landscape and irrigation maintenance services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.

3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.

4. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual.

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual’s Table of Contents, as well as the receipt of the following Addenda:

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

6. By signing below, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; (iv) this is an informal bid, and no protest rights or other procurement rights will be afforded to the Proposer; and (v) the Proposer has waived any right to challenge any matter

relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.

7. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit Regarding Proposal and that the foregoing is true and correct.

Dated this _____ day of _____, 2024.

Proposer: _____
By: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2024, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did or did not take the oath.

Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

V. PROPOSAL FORMS

**PROPOSAL FORM
FOR
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES**

TO BE SUBMITTED TO:

**WINDWARD
COMMUNITY DEVELOPMENT DISTRICT
c/o Governmental Management Services – Central Florida, LLC,
on or before June 12, 2024 at 11:00am (EST)**

TO: Windward Community Development District

FROM: _____
(Proposer)

In accordance with the Request for Proposals for Landscape and Irrigation Maintenance for Windward Community Development District, the undersigned proposes to provide all services as described in the detailed Scope and/or Specifications for the District.

All proposals shall be in accordance with the Project Manual.

Proposal Form Contents:

- Proposal Summary
- Part I – General Information
- Part II – Personnel and Equipment
- Part III – Experience
- Part IV – Pricing
- Signature Page

**PROPOSAL FORM
PROPOSAL SUMMARY SHEET**

I, _____ REPRESENTING _____
Company and/or Corporation (“Proposer”), agree to furnish the services required in the
scope/specifications at the following prices:

- I. Contract Proposal Amount:** \$ _____
*(Please provide an average of
all five years of pricing)*
- Annual Total, Year 1:** \$ _____
- Annual Total, Year 2:** \$ _____
- Annual Total, Year 3:** \$ _____
- Annual Total, Year 4:** \$ _____
- Annual Total, Year 5:** \$ _____

II. Proposer Information

NAME OF PROPOSER: _____

ADDRESS: _____

PHONE: _____ FAX: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

PROPOSAL FORM
PART I – GENERAL INFORMATION

• *Proposer General Information:*

Proposer Name _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

Parent Company Name (if any) _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

• *Company Standing:*

Proposer's Corporate Form: _____
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? _____ Date _____

Is the Proposer in good standing with that State? Yes ___ No ___

If no, please explain _____

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Florida? Yes ___ No ___

If no, please explain _____

- *What are the Proposer's current insurance limits?*

General Liability	\$ _____
Automobile Liability	\$ _____
Workers Compensation	\$ _____
Expiration Date	_____

- *Licensure* – Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:

PROPOSAL FORM
PART II – PERSONNEL AND EQUIPMENT

- *List the location of the Proposer’s office, which would perform work for the District.*

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

- *Proposed Staffing Levels - Landscape and irrigation maintenance staff will include the following:*

_____ Supervisors, who will be onsite ___ days per week;
_____ Technical personnel, who will be onsite ___ days per ____; and
_____ Laborers, who will be onsite ___ days per week.

- *Officers and Supervisory Personnel – Please complete the pages that follow at the end of this Part regarding the Proposer’s Officers and Supervisory Personnel, and attach resumes for any individuals listed.*

- *Technical Personnel – Does the Proposer currently employ any other technical personnel who have expertise in pesticide application, herbicide application, arboriculture, horticulture, or other relevant fields of expertise? Yes ___ No ___ If yes, please provide the following information for each person (attach additional sheets if necessary):*

Name: _____

Position / Certifications: _____

Duties / Responsibilities: _____

% of Time to Be Dedicated to This Project: _____%

Please describe the person’s role in other projects on behalf of the Proposer:

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Duties / Responsibilities: _____

Dollar Amount of Contract: _____

Proposer's Scope of Services for Project: _____

Dates Serviced: _____

- *Subcontractors – Does the Proposer intend to use any subcontractors in connection with the work? Yes ___ No ___ For each subcontractor, please provide the following information (attach additional sheets if necessary):*

Subcontractor Name _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

Proposed Duties / Responsibilities: _____

Please describe the subcontractor's role in other projects on behalf of the Proposer:

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Proposer's Scope of Services for Project: _____

Dates Serviced: _____

- *Security Measures - Please describe any background checks or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project, and provide proof thereof to the extent permitted by law:*

- *Equipment – Please complete the pages that follow at the end of this Part regarding the Proposer's Equipment that will be used in connection with this project.*

OFFICERS

PROPOSER: _____

DATE: _____

Provide the following information for key officers of the Proposer and parent company, if any.

NAME	POSITION OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
FOR PARENT COMPANY (if applicable)			

**SUPERVISORY PERSONNEL
WHO WILL BE INVOLVED WITH THE WORK**

PROPOSER: _____

DATE: _____

INDIVIDUAL'S NAME	PRESENT TITLE	JOB RESPONSIBILITIES	OFFICE LOCATION	% OF TIME TO BE DEDICATED TO THIS PROJECT / # OF DAYS ON-SITE PER WEEK	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE

**COMPANY OWNED MAJOR EQUIPMENT
TO BE USED IN CONNECTION WITH THE WORK**

PROPOSER: _____

DATE: _____

QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS

**PROPOSAL FORM
PART III – EXPERIENCE**

- *Has the Proposer performed work for a community development district previously?*
Yes ___ No ___
If yes, please provide the following information for each project (attach additional sheets if necessary):

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Dates Serviced: _____

- *List the Proposer's total annual dollar value of landscape and irrigation services work completed for each of the last three (3) years:*

2023 = _____

2022 = _____

2021 = _____

- *Please provide the following information for each project that is similar to this project, currently undertaken, or undertaken in the past five years. The projects must include irrigation maintenance as well. Attach additional sheets if necessary.*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): _____

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ___ No ___

Duration of contract: _____

- *(Information regarding similar projects – continued)*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): _____

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ___ No ___

Duration of contract: _____

- *(Information regarding similar projects – continued)*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): _____

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ___ No ___

Duration of contract: _____

- *(Information regarding similar projects – continued)*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): _____

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ___ No ___

Duration of contract: _____

- *Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or supervisor, etc.), been terminated from any landscape or irrigation installation or maintenance contract within the past 5 years? Yes _____ No _____ For each such incident, please provide the following information (attach additional sheets as needed):*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Dates Serviced: _____

Reason for Termination: _____

- *Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past five years? Yes ___ No ___*

If yes, please describe each violation, fine, and resolution _____

What is the Proposer's current worker compensation rating? _____

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes ___ No ___

If yes, please describe each incident _____

- *Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from proposing or contracting on any state, local, or federal contracts? Yes ___ No ___ If yes, please provide:*

The names of the entities _____

The state(s) where barred or suspended _____

The period(s) of debarment or suspension _____

Also, please explain the basis for any bar or suspension:

- *List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals, or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer’s role in the action, and the status and/or resolution of the action.*

- *List any and all litigation to which the Proposer or its principals have been a party in the last five (5) years. Please describe the nature of the litigation, the Proposer’s role in the litigation, and the status and/or resolution of the litigation.*

- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer’s officers or principal members, shareholders or investors filed for bankruptcy, either voluntary or involuntary, within the past 10 years? Yes () No () If yes, provide the following:*

Identify the Case # and Tribunal: _____

Describe the Nature of the Action: _____

Describe the Proposer’s Role in the Action and Describe the Status and/or Resolution:

- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer’s officers or principal members, shareholders or investors executed an assignment for the benefit of creditors within the past 10 years? Yes () No () If yes, please explain:*

- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors defaulted on a loan or other financial obligation (e.g., failing to pay subcontractors or materialmen) within the past 10 years? Yes () No () If yes, please explain:*

**PROPOSAL FORM
PART IV - PRICING**

NOTE: This pricing form is intended to cover pricing for the initial one-year term of the contract and any potential renewal terms. It is assumed that prices will remain the same through each of the four potential annual renewal terms unless Proposer provides otherwise in the pricing form.

Please complete the Pricing Form on the following page or, alternatively, in the Excel Pricing Form provided as part of the Project Manual package (collectively, the “Pricing Form”). The District reserves the right to reject any and all proposals, in its sole and absolute discretion, that make modifications to the Pricing Form, as it is deemed in the best interests of the District.

Windward CDD Landscape Fee Summary

Contractor:

Property: Windward CDD

Address:

Address: 219 E. Livingston St.

Orlando, Florida, 32801

Phone:

Phone: 407-750-3599

Fax:

Contact:

Contact: CSmith@gmscfl.com

Email:

Email:

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
GENERAL SERVICES (Schedule A) - Mowing/Detailing													\$0
TURF CARE (Schedule B) Bahia/St Augustine Fert													\$0
TREE/SHRUB CARE (Schedule C) Tree/Shrub Fert													\$0
BED DRESSING - Estimate mulch yds (Schedule E - B.) <i>Per Yard Pricing:</i>													\$0
					<i>Mulch Yds</i>								<i>Mulch Yds</i>
PALM TRIMMING (Schedule E - C.) <i>Per Palm Price:</i>													\$0

ANNUAL CHANGES - <i>None at this time</i> (Schedule E - A.)														\$0
<i>Per Annual Pricing:</i>														
IRRIGATION MAINT. (Schedule D)														\$0
TOTAL FEE PER MONTH:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Flat Fee Schedule	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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Essential Services	\$0
Mowing/Detailing/Irrigation/Fert and Pest	

Extra Services	\$0
Annual Changes, Palm Pruning, Mulch	

TOTAL	\$0.00
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1. Please fill in the Contractor information at the top left portion of the page.
2. General Services - Fill in each month with the dollars to perform this portion of the Scope of Work. Do not use averaged dollar amounts.
3. Turf Care - Fill in the dollar amount to perform the services each month as outlined in the Scope of Work .
4. Tree/Shrub Care - Fill in the dollar amount to perform the services each month as outlined in the Scope of Work.
5. Bedding Plants - Fill in the quantity of plants to be installed each rotation if not already listed, then fill in the dollar amount to purchase and install that quantity in the months specified in the Scope of Work. Also insert the number of plants installed in each rotation below the dollar amounts in the months they are to be installed.

6. Bed Dressing - Fill in the quantity of Bed Dressing that is recommended to be installed (if quantity not already listed or Provided) then fill in the dollar amount to purchase and install that quantity in the month specified in the Scope of Work. Please include a per yard price. Twice per year in May and Nov.
7. Palm Trimming - Count and Fill in the quantity of each palm variety that will be pruned if not already listed, then fill in the dollar amount to trim each variety in the months indicated in the Scope of Work. Please insert your numbers in the row that corresponds to the specific variety of palm that is to be pruned that month.
8. Irrigation Maintenance - Fill in the dollar amount to perform each services as outlined in the Scope of work. Fill in zone count if known (not required)

**PROPOSAL FORM
SIGNATURE PAGE**

Under penalties of perjury under the laws of the State of Florida, I represent that I have authority to sign this Proposal Form (including Parts I through IV) on behalf of _____ (“Proposer”) and declare that I have read the foregoing Proposal Form (including Parts I through IV) and that all of the questions are fully and completely answered, and all of the information provided is true and correct.

Dated this _____ day of _____, 2024.

Proposer: _____

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization this ____ day of _____, 2024, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did or did not take the oath.

Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

VI. AFFIDAVIT FOR INTEGRITY IN PUBLIC CONTRACTING AND PURCHASING, E-VERIFY, AND NON-COLLUSION

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

Name of Proposer: _____

I am authorized to make this affidavit on behalf of my firm and its owner, directors, and officers. I state that:

Chapter 287, Florida Statutes, on Integrity of Public Contracting and Purchasing

1. I have read and am familiar with Chapter 287, Florida Statutes, and specifically including the following Sections (“Public Integrity Laws”):
 - a. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
 - b. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
 - c. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
 - d. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
 - e. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.
2. I understand that the Public Integrity Laws, with limited exceptions, prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District (“Prohibited Criteria”).
3. I understand that the Public Integrity Laws apply to the bidding documents applicable to the District’s Request for Proposals for Landscape and Irrigation Maintenance Services Project (“Project”) and the contract to be executed in connection with the Project.
4. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria. Thus, the entity is not prohibited from bidding on or entering into or renewing a contract with the District.

_____ The entity submitting this sworn statement, one of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, meets one or more of the Prohibited Criteria.

If this statement is marked, the Proposer may provide additional information regarding the same in the space provided directly below (or by attaching a separate sheet and indicating this method in the space provided directly below). Such additional information may be related to the Proposer's alleged basis for entitlement to an exception from the prohibition on bidding or contracting, to the extent one is permissible under Florida law.

5. If awarded the contract, the Proposer will immediately notify the District in writing if either the Proposer, any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity, meets any of the Prohibited Criteria after award of the contract or during the term of the contract.

E-Verify

1. I understand that, pursuant to Section 448.095(2), Florida Statutes, we must comply with Florida's E-Verify law in order to enter into an agreement with a public employer.
2. Our firm is registered with and uses the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
3. No public employer has terminated a contract with our firm under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of our proposal.
4. Our firm is currently in compliance and will remain in compliance, for the duration of the agreement, with all requirements of Section 448.095(2), Florida Statutes.
5. I understand that, if there is a good faith belief that our firm has knowingly violated Section 448.09(1), Florida Statutes, there is an obligation to terminate the agreement pursuant to Section 448.095(2)(c), Florida Statutes.
6. I understand that, if there is a good faith belief that one of our subcontractor(s) has knowingly violated the Section 448.09(1), Florida Statutes, but our firm has otherwise complied with its obligations thereunder, then our firm will be required to immediately terminate its contract with the subcontractor in order to continue providing services to a public employer.

Non-Collusion

1. The price(s) and amount(s) of in our proposal have been arrived at independently and without consultation, communication, or agreement with any other proposer, potential proposer, proposal, or potential proposal.
2. Neither the price(s) nor the amount(s) in our proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before opening of all proposals.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a proposal, or to submit a price(s) higher than the prices in our proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary proposal.
4. Our proposal is made in good faith and not pursuant to any agreement or discussion with, or

inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

5. Our firm, its affiliates, subsidiaries, officers, director, and employees are not currently under investigation, by any governmental agency and have not in the last 3 years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to any public contract, except as disclosed.

I state that I and the named firm understand and acknowledge that the above representations are material and important and will be relied on by the Windward Community Development District for which our proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the District of the true facts relating to the submission of proposals for this work.

Signature of Authorized Signatory of Proposer

Sworn before me on _____, 2024

Notary Public Signature

Notary Stamp

VII. FORM OF LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES AGREEMENT

LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT

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

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

_____, a Florida _____, with an address of _____ (“**Contractor**”).

RECITALS

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

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

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

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

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

2. CONTRACTOR OBLIGATIONS.

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

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

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

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

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

E. *Rain Days.* In the event that time is lost due to heavy rains ("**Rain Days**"), Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. Contractor shall provide services on Saturdays, if needed to make up Rain Days, with prior notification to and approval by the District Representative(s) (defined herein).

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

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

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

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

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

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

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

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

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

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

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

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

N. *Independent Contractor Status.* In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation,

express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

3. COMPENSATION; TERM.

A. Term. The term of this Agreement shall be from August 1, 2024, to September 30, 2025 (“**Year 1**”), unless terminated earlier in accordance with the terms of this Agreement. Thereafter, this Agreement will automatically renew in additional, one (1) year terms, for up to four (4) additional annual renewals, unless terminated earlier in accordance with the terms of this Agreement.

B. Compensation. As compensation for the Work, the District agrees to pay Contractor an amount not-to-exceed _____ **Dollars (\$_____)** per year for Year 1, all in accordance with the Fee Summary attached hereto as **Exhibit C**. Compensation for the Work in subsequent renewal years shall be in accordance with the with the Fee Summary attached hereto as **Exhibit C**.

C. Additional Work. Should the District desire that the Contractor provide additional work and/or services relating to the District’s landscaping and/or irrigation systems (e.g., additional services or services for other areas not specified in this Agreement), such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Work Authorization. The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed Work Authorization, a form of which is attached hereto as **Exhibit D**. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor’s Fee Summary attached hereto as **Exhibit C**. If pricing for any such additional work or services is not specifically provided for in the exhibits hereto, Contractor agrees to negotiate in good faith on such pricing. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

D. Payments by the District. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District’s name, the Contractor’s name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida’s Prompt Payment Act, section 218.70, et seq., *Florida Statutes*, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

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

4. TERMINATION. The District agrees that the Contractor may terminate this Agreement for cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 2(H) of this Agreement are taken, the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Any termination by the District shall not result in liability for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor. On a default by Contractor, the District may elect not to terminate the Agreement, and instead to demand that Contractor cure any failure constituting default and make appropriate deduction or revision to the payment to become due to Contractor. Furthermore, the District reserves the right to pursue any and all available remedies under the law, including but not limited to equitable and legal remedies and withhold payment pending outcome of such dispute.

5. INSURANCE.

A. *Insurance Required.* Before commencing any Work, the Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with the requirements of this section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be primary and written on forms acceptable to the District. Additionally, insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of A-VII. The procuring of required policies of insurance shall

not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.

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

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

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

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

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

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

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

D. *Sub-Contractors.* Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all sub-contractors, if any and if approved, to cover their operations performed under this Agreement. The Contractor shall

be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.

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

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

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

6. INDEMNIFICATION.

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

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

C. The Contractor agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's or its staff, supervisors or consultant's limitations on liability contained in section 768.28, *Florida Statutes*, or other law. Any subcontractor retained by the Contractor shall acknowledge the same in writing, and it shall be Contractor's responsibility to secure such acknowledgments. Further, nothing herein shall be construed to limit or restrict the District's rights against the Contractor under applicable law.

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

damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.

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

7. MISCELLANEOUS PROVISIONS

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

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

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

D. *Assignment.* Neither the District nor Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment without such written approval shall be void.

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

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

G. *Agreement.* This instrument, together with its Exhibits, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. All prior agreements regarding the matters provided herein are hereby superseded and replaced by this Agreement. The Exhibits

attached herein are incorporated to the extent that it clarifies certain terms of the Agreement, and to the extent there are any inconsistencies or conflict between this instrument and the Exhibits, this instrument shall control.

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

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

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

A. If to the District: Windward
Community Development District
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to: Latham, Luna, Eden & Beaudine
201 S. Orange Avem Ste 1400
Orlando, Florida 32801
Attn: District Counsel

B. If to Contractor: _____

Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

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

L. *Controlling Law; Venue.* This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Parties consent to and agree that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction in and for Osceola County, Florida.

M. *Public Records.* Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Jason Showe** (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT JBURNS@GMSCFL.COM, (407) 841-5524, AND 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801.

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

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

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

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

R. E-Verify. The Contractor agrees that it shall bear the responsibility for verifying the employment status of all persons it employs or subcontracts in the performance of this Agreement and agrees to otherwise comply with all applicable federal and Florida law, including but not limited to the Immigration Reform and Control Act of 1986, as amended, and Section 448.095, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

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

- a. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- b. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- c. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;

- d. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- e. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

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

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

[Remainder of this page intentionally left blank]

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

ATTEST:

**WINDWARD COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
 Secretary
 Assistant Secretary

By: _____
 Chairperson
 Vice Chairperson

WITNESS:

[CONTRACTOR]

By: _____
Its: _____

By: _____
Its: _____

- Exhibit A:** Scope of Services
- Exhibit B:** Landscape Maintenance Map
- Exhibit C:** Fee Summary
- Exhibit D:** Form of Work Authorization

Exhibit A: Scope of Services

Attention Bidder,

Please follow the instructions listed below for additional info on the landscape maintenance services bid for Windward CDD including the Fee summary sheet, the scope of services and the landscape map. Thank you.

Instructions and additional information:

1. Please provide a filled-out fee summary schedule (Separate Excell spreadsheet). The Components in the scope align with the components in the fee summary.
2. Please refer to provided coverage area map, and the scope for this bid.
3. The scope of services has the base level of service expected to maintain the property. Please note any additional or recommended services that go beyond the provided scope of services.
4. Please refer to the specs in the scope for turf management, irrigation maintenance and other aspects of landscape maintenance for the property. It is broken down into two main sections which are Essential Services and Extra Services.
5. Please take extra care when it comes to fertilization/pest/OTC/Drenching programs for palms. The property has many specialty palms and palms susceptible to disease and pests.
6. Please take extra care when reviewing the Irrigation maintenance specifications. Irrigation maintenance inspections being done per the scope is very important and should be priced accordingly.
7. It is expected you will use the scope, map, and existing site conditions to create your bid. This includes palm counts, irrigation zone and controller counts. The bid packet contains all the information we have to provide for this bid. If additional information is needed about plant counts, or other items regarding current site conditions, it will require bidders taking time onsite to inspect and obtain that information themselves.

Clarification:

1. Please note that while the CDD owns the entire right of way, we do NOT maintain the strip between sidewalk and curb in front of homesites. Otherwise, we do maintain landscaping in the pink areas. We do maintain all medians and between the sidewalk and curb in all areas not Infront of a home. This includes areas adjacent to ponds and CDD common areas.
2. There are approximately 380 palms. Proposers are responsible for verification.
3. The property will require approximately 300 yds twice a year, approximately 600 total yards annually. Proposers are responsible for verification.
4. Each annual rotation is approximately 1200 annuals. This has been entered into the fee summary. Proposers are responsible for verification.
5. The contract is also responsible for emptying approximately 10 dog stations on a weekly basis and restock the bags. Proposers are responsible for verification.

Windward CDD

LANDSCAPE SCOPE OF WORK

The work for the landscape maintenance is to include the furnishing of all labor, materials, equipment, accessories, and services necessary or incidental to meet the requirements outlined in this scope below. The intention is to sustain all turf and plant materials in a healthy, vigorous growing condition, free from weeds, diseases, insects, and nutritional deficiencies as well as a completely operational irrigation system. All associated planted areas are to be kept in a continuous healthy, neat, clean and debris free condition for the entire life of the contract. The below scope is divided into “elements” to define the elements involved and required in the maintenance of the property.

General Services- Component “A”

Turf Maintenance

Turf maintenance is defined as all mowing, edging, trimming and cleanup of lawn areas. High traffic and high-profile areas such as the entrances and Amenity/clubhouse areas will be completely mowed, edged, trimmed and cleaned up prior to normal business hours of operation. In the event it becomes necessary to make a change in the mowing schedule for any reason, the CDD Management must be notified prior to adjustment of schedule. Mowing during inclement weather will not alleviate the contractor of responsibility for damage caused by the mowing of wet areas.

Mowing

Prior to mowing, remove and dispose of normal litter and debris from all landscape areas. Contractor will not run over litter with mowers.

St. Augustine, Bahia, and Zoysia turf shall be mowed weekly during the growing season from April 1st through September 30th and bi-weekly during the winter season. It is understood that the contractor may be required to periodically add or delete mowing cycles based on weather or other factors with the consent of the CDD Management. Contractor should anticipate 42 mows annually for all common areas. Unirrigated pond areas and banks will be mowed 32 times annually as needed. Pond banks will not be mowed when weather conditions would cause concern that they would be damaged.

St. Augustine, zoysia and Bahia turf shall be cut with rotary mowers to maintain a uniform height. Bahia will be cut between 3.5” and 4.5”. St Augustine will be cut between 4.5” and 5.5”. Mowing heights will be set at 2”–3” for Zoysia turf. Mowing blades shall be kept sufficiently sharp and properly adjusted to provide a cleanly cut grass blade. Variation in the mowing pattern shall carried out when possible so as to not rut or cause paths.

Mowing of all ponds or wetland buffer areas shall be done with a 50” mower or larger discharging clippings away from the water. Any pond edges that cannot be reached with the full size mower will be string trimmed every other mow cycle at minimum or as needed to maintain an intended look as per the discretion of CDD management.

Visible clippings that may be left following mowing operations shall be removed from the site each visit. Discharging grass clippings into beds, tree rings or maintenance strips is prohibited and if it occurs they

shall be removed prior to the end of each service day.

Contractor will take special care to prevent damage to plant material as a result of the mowing. Contractor is responsible for damages they cause while mowing.

Edging

Sidewalks, curbs, and concrete slabs, and other paved surfaces will be edged in conjunction with mowing operations each time. Beds, tree rings, and other landscape edges will be edged once during each detail rotation, every three weeks. Edging is defined as removal of unwanted turf and vegetation along the above borders by use of a mechanical edger. String trimmers are not to be used for edging and a proper edger will be used. Care will be taken to maintain bed edges as designed in either straight or curvilinear lines.

String Trimming

String Trimming shall be performed around road signs, guard posts, trees, shrubs, utility poles, and other obstacles where mowers cannot reach. Grass shall be trimmed to the same desired height as determined by the turf height specifications. String trimming shall be completed with each mowing cycle.

Maintaining grass-free areas by use of chemicals may be the preferred method in certain applications. Such use will only be done with prior approval of the CDD management.

Turf around the edge of all waterways shall be mowed or string trimmed to the natural water's edge during every other mowing cycle at minimum.

Blowing

When using mechanical blowers to clean curbs, sidewalks and other paved surfaces, care must be taken to prevent blowing grass clippings into beds, onto vehicles or onto other hardscape surfaces. In addition, care also must be taken to disrupt mulch from beds and any mulch blown out of beds must be placed back and raked smooth.

Damage Prevention/Repair

Special care shall be taken to protect building foundations, fencing, light poles, sign posts, monuments and other hardscape elements from mowing, edging or string trimming equipment damage. Contractor will agree to have repairs made by specialized contractors or reimburse the CDD or homeowners within 30 days for any damage to property caused by their crew members or equipment.

Detailing

Detailing of planted areas will be performed weekly in a sectional method, each section representing one-third of the entire property. Based on three sections, the contractor will completely detail the entire property once every three weeks at least. The exception will be the entrances, clubhouse areas and any other high profile or focal areas which should be tended to each week the crew is onsite. The detailing process will include trimming, pruning and shaping of all shrubbery, ornamental trees and groundcover, removal of tree suckers, structural pruning or cutbacks of select varieties of plant material and ornamental grasses as directed, as well as the defining of bed lines, tree saucers and the removal

of all unwanted vegetation. A detail crew will be onsite at least one day per week 42-52 times per year as needed to accomplish the full amount of detail rotations.

Pruning

Prune trees, shrubs and groundcovers to encourage healthy growth and create a natural appearance. Prune to control the new plant growth, maintain the desired plant shape and remove dead, damaged, or diseased portions of the plant.

Use only hand pruners or loppers on trees and shrubs, particularly groundcover Juniper varieties. Hand shears or Topiary shears will be the preferred method of trimming most formal shrubs. Only use power shears on formal hedges where previous practice was to shear, or as directed by the CDD management.

Pruning of trees up to a height of 12 feet is included in the scope of the work. If pruning is required above the height of 12 feet, contractor shall propose an extra service to the CDD representative and acquire approval prior to performing the work. The branching height of trees shall be raised only for the following reasons:

Provide clearance for pedestrians, vehicles, mowers and buildings. Minimum 8ft of clearance is required along all walkways and parking areas. Maintain clearance from shrubs in bed areas. Improve visibility in parking lots and around entries.

Prune trees to remove weak branching patterns and provide corrective pruning for proper development. Cut back to branch collar without leaving stubs. Provide clean and flush cut with no tearing of the tree bark.

Prune to contain perimeter growth within intended bed areas. Established groundcover shall be maintained 4" to 6" away from adjacent hardscape and turf. Bevel or roll leading edges to avoid creating a harsh boxed look. Mature groundcover shall be maintained at a consistent, level height to provide a smooth and even appearance and separation from adjacent plant material.

Structural pruning will be required for several varieties of plants bi-annually, annually or semi- annually to maintain their scale and performance within the landscape. The methodology employed is to structurally prune one plant group throughout the entire property during the sectional detail rotation. All needed structural pruning will be done once per year at minimum. All Ornamental Grasses are to be haystack cut one time per year.

Crepe Myrtles are to be trimmed once per year in the winter months. Trimming should include removal of old blooms, sucker growth and any cross branching. Trimming should be done in such a way that cuts are no less than 12" away from previous year's cuts.

Pruning of all palms less than 15' in height will be included in the sectional rotation. Pruning consists of removal of all dead fronds, seedpods, and any loose boots.

Weed Control

Bed areas are to be left in a weed free condition after each detail service. While pre and post- emergent chemicals are acceptable means of control, weeds in bed areas larger than 3" shall be pulled by hand or string trimmed.

Hardscape cracks and expansion joints are to be sprayed in conjunction with the detail cycle to control weeds. Chemical practices shall not be a substitute for hand weeding where the latter is required.

Trash Removal

Removing trash from all landscape areas will be the responsibility of the contractor. The contractor will remove trash from all focal areas, including medians, around amenity areas, and monuments every visit. Other trash will be removed during normal detail rotations.

Policing

Contractor will police the grounds during each service visit to remove trash, debris and fallen tree litter as needed prior to mowing and edging. Contractor is not responsible for removal of excessive storm debris which would be performed with prior approval with supplemental proposal.

As needed contractor will dedicate supplemental personnel and specialized equipment to the removal of seasonal leaf drop from all landscape and hardscape areas during the months of November through April.

All litter shall be removed from the property and disposed of off-site.

The contract is responsible to empty and refill dog stations on property once per week. There are 10 dog stations.

Communication

Daily, the contractor will communicate with the CDD representative for any landscape issues requiring immediate attention.

Communication is of the utmost importance. Contractor will provide a weekly written report in a form approved by the CDD representative which highlights the main aspects of the previous week's maintenance activities. This can just be a checklist sent via email on Fridays or Mondays.

When requested by CDD management contractor will provide a Monthly Service Calendar for the upcoming period. **A copy of the preceding month's Irrigation Maintenance report and Lawn and Ornamental Fertilization report will be provided monthly.** A copy of these documents should be submitted to the CDD representative by the 5th of each month electronically, or in person. This is only necessary should management request, likely due to performance concerns, however the vendor should always have them should management request.

Contractor agrees to take part in regular weekly, bi-weekly or monthly inspections, as decided by CDD management, of the property to ensure their performance is satisfactory. *Contractor also agrees to complete any work that appears on punch lists resulting from inspections or reviews within three weeks of receiving them.* Contractor will have their Account Manager participate on its behalf and have their Lawn and Ornamental and Irrigation Managers or Technicians available for inspection meeting as needed or requested by CDD management.

Staffing

The Contractor shall have a well-experienced Foreman/Supervisor supervising all work onsite. This person should have knowledge of horticultural practices and be capable of properly supervising others. The Foreman/Supervisor should communicate regularly, daily when needed, with CDD management. Further, In order to maintain continuity, the same Foreman/Supervisor shall direct the scheduled maintenance operations throughout the year. Any anticipated changes in supervisory personnel shall be brought to the attention of the CDD representative prior to any such change. The intent is for maintenance personnel to familiarize themselves with the site.

The crew members should be properly trained to carry out their assigned task and should work in a safe professional manner. Each crew member should be in full uniform at all times.

Contractor is expected to staff the property with trained personnel experienced in commercial landscape maintenance. All personnel applying fertilizers, insecticides, herbicides, and fungicides must be certified by the state of FL. These individuals should be Best Management Practices Certified and hold a Limited Certification for Urban Landscape Commercial Fertilizer or a Certified Pest Control Operator or an employee with an ID card working under the supervision of a CPCO.

Contractor agrees to screen all crew members for criminal background. Also, contractor agrees to follow all INS guidelines for hiring and to maintain an I-9 and other required documents on each employee.

Holidays observed that do not require staffing include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, and any other day agreed to by CDD Management. Normal working hours are from 7:00 AM until 7:00 PM. No power equipment will be operated near homes before 9:00 AM. Efforts will be made such that ALL work performed around the Amenity Areas and pool area is to be completed prior to busy attendance hours. Saturdays will be made available for makeup work due to inclement weather from 8:00 AM until 5 PM.

Component "B" – Turf Care Program

ST. AUGUSTINE

Application Schedule – Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application schedule – St. Augustine

- January: Winter fertilization, broadleaf weed control and disease control
- March: Spring granular fertilization, broadleaf weed control, insect, and disease control
- May: Late spring heavy, 100% slow-release Nitrogen fertilization with Arena and weed Control
- October: Heavy fall granular fertilization and broadleaf weed/disease control

Application Requirements: Fertilization

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a maximum of 4 lbs. of N/1000 square feet with a minimum of 50% slow release and a high Potassium blend in the fall fertilization to promote root development unless soil samples indicate the presence of sufficient Potassium. The winter liquid fertilization should contain a maximum of .5lbs of N/1000 square feet.

BAHIA – Where Applicable (Irrigated areas only)

Application Schedule - Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application Schedule - Bahia

- March: Complete liquid fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.
- June: Chelated Iron application and Mole Cricket control.
- October: Complete liquid fertilizer and broadleaf weed control to include blanket pre-emergent.

Application Requirements: Fertilization

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 2 lbs. of N/1000 square feet with a minimum of 30% slow release and a high Potassium blend in the late summer fertilization to promote root development unless soil samples indicate the presence of sufficient potassium.

Zoysia

Application Schedule - Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application Schedule - Zoysia

- January: IPM spot treatment for weeds as necessary and inspect/treat fungal activity. February: Pre-emergent herbicide/spot treatment for weeds and fungal activity.
- March: Fertilization. Spot treat weeds and treat fungal and insect activity as necessary.
- April: Liquid Fertilization with .5lb N, with Iron, post emergent weed control, insect/disease control as necessary.
- May: Fertilization
- June: Insect/weed/disease control as necessary. July: Insect/weed/disease control as necessary.
- August: spot treat weeds as necessary, inspect/treat fungal activity.
- September: Liquid Fertilization with emergent weed control, insect/disease control as necessary. October: Fertilization - Weed/insect/disease control as necessary.
- November: Blanket Pre-emergent herbicide, w/Liquid Iron. Spot treat weeds and inspect/treat fungal activity.
- December: Blanket potash - weeds as necessary, inspect/treat fungal activity.

Application Requirements: Fertilization

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

Insect/Disease Control

The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.

Supplemental insecticide applications will be provided in addition to the normal preventive programs needed to provide control.

Weed Control

Weed control will be limited to the broadleaf variety and sedge type grasses under this program.

Contractor shall alert management of outbreaks of Crabgrass, Bermuda, Alexander and Dove grasses. Failure to do so will make the contractor liable for resulting turf loss. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.

Warranty

If the grass covered under this turf care program dies due to insect infestation, disease or improper fertilizer application, the affected grass will be replaced at no charge. Contractor will not be held responsible for turf loss due to conditions beyond their control. This includes nematodes, diseases such as Take-All Root Rot and weeds such as Crabgrass which are untreatable with currently available chemicals, high traffic areas, drainage problems, or acts of God. In the event these conditions exist, the contractor is responsible to employ whatever cultural practices can be reasonably performed to extend the life of the affected material.

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining. The irrigation system will be fully operational prior to any fertilizer application.

Soil testing will be carried out when needed at contractors' recommendation. Any changes to the fertilization schedule, products used, or techniques will be discussed with CDD management and agreed to by CDD management.

Component "C" – Tree/Shrub Care Program

Application Schedule – Trees and Shrubs

Monthly Application Schedule -

- March/April: Insect/disease control/fertilization. May/June: Insect/disease control as needed.
- July/August: Minor nutrient blend with insect/disease control.
- October: Disease control as needed December. Insect/disease control/fertilization as needed.

Application Requirements: Fertilization

Contractor will submit a schedule of materials to be used under this program along with application rates. Fertilizers selected must be appropriate for the plant material to be fertilized such as an acid forming fertilizer for Azaleas which require a lower soil pH.

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 50% slow-release Nitrogen and a high Potassium blend in the fall fertilization to promote root development unless soil sample results indicate the presence of sufficient Potassium.

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A

complete minor and trace element package will be included with each application to ensure that all the requirements of plant material are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

This program covers all fertility requirements on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.

There will be a deep root feeding on an as needed basis to establish newly planted trees. Fertilizer will be distributed evenly under the drip zone of each plant. Special care will be taken not to "clump" fertilizer neither at the base nor in the crown of plants.

The irrigation system will be fully operational prior to any fertilizer application.

Soil testing will be carried out when needed at contractors' recommendation. Any changes to the fertilization schedule, products used, or techniques will be discussed with CDD management and agreed to by CDD management.

Insect/Disease Control

Insect and disease control is intended to mean a thorough inspection of all plantings for the presence of insect or disease activity and the appropriate treatment applied. All insect and disease infestations require follow-up applications for control and are included in this program.

Contractor is responsible for the continuous monitoring for the presence of damaging insects or disease. Any problems noted between regularly scheduled visits will be treated as a service call and responded to within 48 hours. Service calls due to active infestations are included in this program.

This program covers all disease and Insect activity on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.

Contractor will be required to apply all pesticides in accordance with labeled directions including the use of any Personal Protective Equipment.

Specialty Palms

Considering the investment in Specialty Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date etc.), contractor will include in their proposed Tree/Shrub program, a comprehensive quarterly fertilization and root/bud drench for potential disease and infestation. **Contractor will also include quarterly OTC injections on palms that will benefit from it such as varieties of date palms.**

When applicable, the contractor will monitor site tubes that have been installed to monitor ground water build up around the root ball of specimen palms to de-water them as necessary.

Warranty

If a plant or tree dies from insect or disease damage while under this Tree/Shrub Care Program, it will be replaced with one that is reasonably available by contractor if it is reasonably decided to be from

negligence by the contractor determined by CDD management. Exclusions to this warranty would be Acts of God, along with pre-existing conditions, i.e. soil contamination or poor drainage, nematodes, borers, locusts and insects such as Asian Cycad Scale. Also excluded are diseases such as Verticillium and Fusarium Wilt, TPDD, Lethal Bronzing, Entomosporium Leaf Spot Fungus and Downey Mildew that are untreatable with currently available chemicals. In the event these conditions exist, the contractor is responsible to promptly report any detection to the CDD representative.

Component “D” – Irrigation Maintenance

Frequency of Service

Contractor will perform the following itemized services under “Specifications” on a monthly basis completing 25% of the inspection each week. The irrigation inspection should be performed during the same week(s) each month. Repairs under \$500 should be carried out each month with just verbal confirmation. Anything over \$500 requires written approval.

Specifications

- Activate each zone of the system.
- Visually check for any damaged heads or heads needing repair.
- Visually check all landscape areas irrigated with Netafim drip lines to ensure proper water flow and pressure.
- Clean filters located at each zone valve monthly if applicable. Clean, straighten or adjust any heads not functioning properly.
- Straighten, re-attach to bracing and touch up paint on riser heads as needed. Report any valve or valve box that may be damaged in any way.
- Leave areas in which repairs or adjustments are made free of debris.
- Adjust controller to the watering needs as dictated by weather conditions, seasonal requirements, and water management district restrictions including adjusting of rain sensors.
- Contractor will provide a written report of the findings by zone. Qualifying Statements
- Repairs
- Repairs that become necessary and that are over and above the routine monthly inspections will be done on a time and material basis. Hourly irrigation repair rates will be defined in overall landscape maintenance contract.
- Request for authorization must be submitted to the CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the CDD representative prior to initiating any work. It is up to CDD management’s discretion to allow contractor to proceed with repairs at an agreed threshold without prior approval.

Service Calls

Service Calls required between scheduled visits will be billed on a time and material basis at the normal rates.

When it is not an emergency, request for authorization must be submitted in written form to the CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the CDD representative prior to initiating any work.

Contractor will pay special attention during irrigation (IMC) maintenance inspections to ensure that sprinkler heads are positioned so that water does not spray directly onto buildings, windows, or parking areas.

Contractor will be held responsible for any accident that arises from the over spray of water on hard surfaces if it is determined that the contractor was negligent in performing monthly irrigation maintenance.

Damage resulting from contractor's crews working on the property (i.e., mower and edger cuts) will be repaired at no charge to the CDD within 24 hours of being detected.

Contractor shall not be held responsible for any system failure caused by lightning, construction work, pre-existing conditions, freeze or other acts of God.

Contractor shall not be held responsible for damage to the landscape caused by mandatory water restrictions placed on the property by the governing water management district.

Contractor will visually inspect irrigation system weekly while performing routine maintenance.

Contractor will provide a 24 hour "Emergency" number for irrigation repairs.

Contractor shall take all required readings from meters or at pump stations as required and work with the CDD representative to file all quarterly and/or semi-annual reports to the Water Management District.

Component "E" – Additional Services

To be priced separately but as part of the landscape contract. These services are subject to bids at management's discretion at any point.

Note: Additional services work is to be considered as a supplement of the overall Landscape Maintenance contract. All Special Services work is to be performed by supplemental crews. CDD management can bid out these services at their discretion and work is to be completed according to this scope, or as CDD Management agrees. In addition, contractor should and is expected to recommend when they believe these services should be carried out in their bid documents. Additionally, all "Additional Services" will be billed in the month they are performed as a separate line item on that month's invoice. Additional services costs will not be spread out across the full annual contract.

E. 1 - Bedding Plants – Annuals (When Applicable)

The nature and purpose of "Flower Beds" is to draw attention to the display. The highest level of attention should be placed on their on-going care.

Schedule

The most appropriate seasonal annuals will be used. A standard yearly rotation includes but is not limited to: All flower beds on the property will be changed out four (4) times per year during the months of January, April, July, and October. Changes to the amounts of annuals, rotations timing, or date of installation can be made at CDD management discretion.

Contractor recognizes that flower beds are intended to highlight and beautify high profile areas and should be selected for color, profusion, and display.

All newly planted beds will have a minimum of 50% of the plants in bloom at the time of installation and they shall be 4 ½" individual pots.

Contractor will obtain prior approval of plant selection from the CDD representative 2 weeks before installation.

Installation

Plants are to be installed utilizing a triangular spacing of 9" O.C. between plants.

Annually, prior to the Spring change out, existing soil will be removed to a depth of 6" in all annual beds and replaced with clean growing medium composed of 60% peat and 40% fine aged Pine Bark.

All beds will be cleaned, and hand or machine cultivated to a depth of 6" prior to the installation of new plants.

Create a 2" trench where the edge of the bed is adjacent to turf or hardscape.

A granular time-release fertilizer and a granular systemic fungicide will be incorporated into the bedding soil at the time of installation.

All beds should be covered with 1" layer of Pine bark Fines after planting.

Follow-up applications of fertilizer, fungicide and insecticide are provided as needed.

Annuals that require replacement due to over-irrigation or under-irrigation will be replaced immediately by contractor without charge to the CDD.

Maintenance

Flower beds unique to the property will be reviewed daily or at each service visit for the following:

Removal of all litter and debris.

Beds are to remain weed – free at all times.

All declining blooms are to be removed immediately.

Inspect for the presence of insect or disease activity and treat immediately.

Seed heads are to be removed from plants as soon as they appear. "Pinching" of certain varieties weekly is to be a part of the on-going maintenance as well. Frequent "pinching" will result in healthier, more compact plants.

Prolific bloomers such as Salvia require that 10% to 20% of healthy blooms are to be removed weekly. Pre-emergent herbicides are not to be used in annual beds.

Contractor guarantees the survivability and performance of all annual plantings for a period of 90 days. Any plant that fails to perform during this period will be immediately replaced at the contractor's expense.

Warranty

Any bedding plant that dies due to insect damage or disease will be replaced under warranty. Exclusions to this warranty would be freeze, theft, or vandalism.

E.2 - Bed Dressing

Application of designated mulching to community bed spaces.

Schedule

Mulching will be carried out twice per year. Once in the spring, once in the fall. The most desirable months are May and Early November. Mulch will be priced "per yard". Application will be completed within a two-week time period.

Installation

Prior to application, areas will be prepared by removing all foreign debris and establishing a defined, uniform edge to all bed and tree rings as well as a 1" to 2" deep trench along all hardscape surfaces to include equipment pads, in order to hold the mulch in place. Bed dressing should be installed in weed free beds that have been properly edged and prepared.

Bed Dressing should be installed to maintain a 2" thickness in all bed areas, including tree rings in lawn areas and maintenance strips unless otherwise directed by the CDD representative. Some areas will require more mulch than others. Focal areas are to be prioritized. If at any point the application does not allow enough yards to maintain 2-inch depth across beds, then an additional proposal will be created by the contractor for the additional needed yards.

E.3 - Palm Trimming Schedule

Specimen Date Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date, etc.) in excess of 12' will be trimmed up to two times per year in June and/or December as needed. All vegetation will be removed from their trunk and nut and loose or excessive boots will be removed and/or cross cut during this process. Contractor will monitor for disease and recommend treatment if necessary.

All palms less than 15' will be trimmed as needed by the detail crew during the regular detail rotation as outlined in General Services.

Washingtonia palms in excess of 15' will be trimmed up to two times per year in the months of February and August as needed.

All palms other than Washingtonia, in excess 15' will be trimmed up to once per year in the month of August.

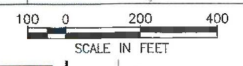
Trimming shall include removal of all dead fronds, loose boots and seed stalks.

Trim palms so that the lowest remaining fronds are left at a ten and two o'clock profile or nine and three o'clock at the discretion of management. "Hurricane" cuts are only to be done at the direction of the CDD representative.

When trimming, cut the frond close to the trunk without leaving "stubs".

It is imperative that the contractor use clean and sanitized tools, sanitizing their tools thoroughly from tree to tree.








Exhibit B: Landscape Maintenance Map

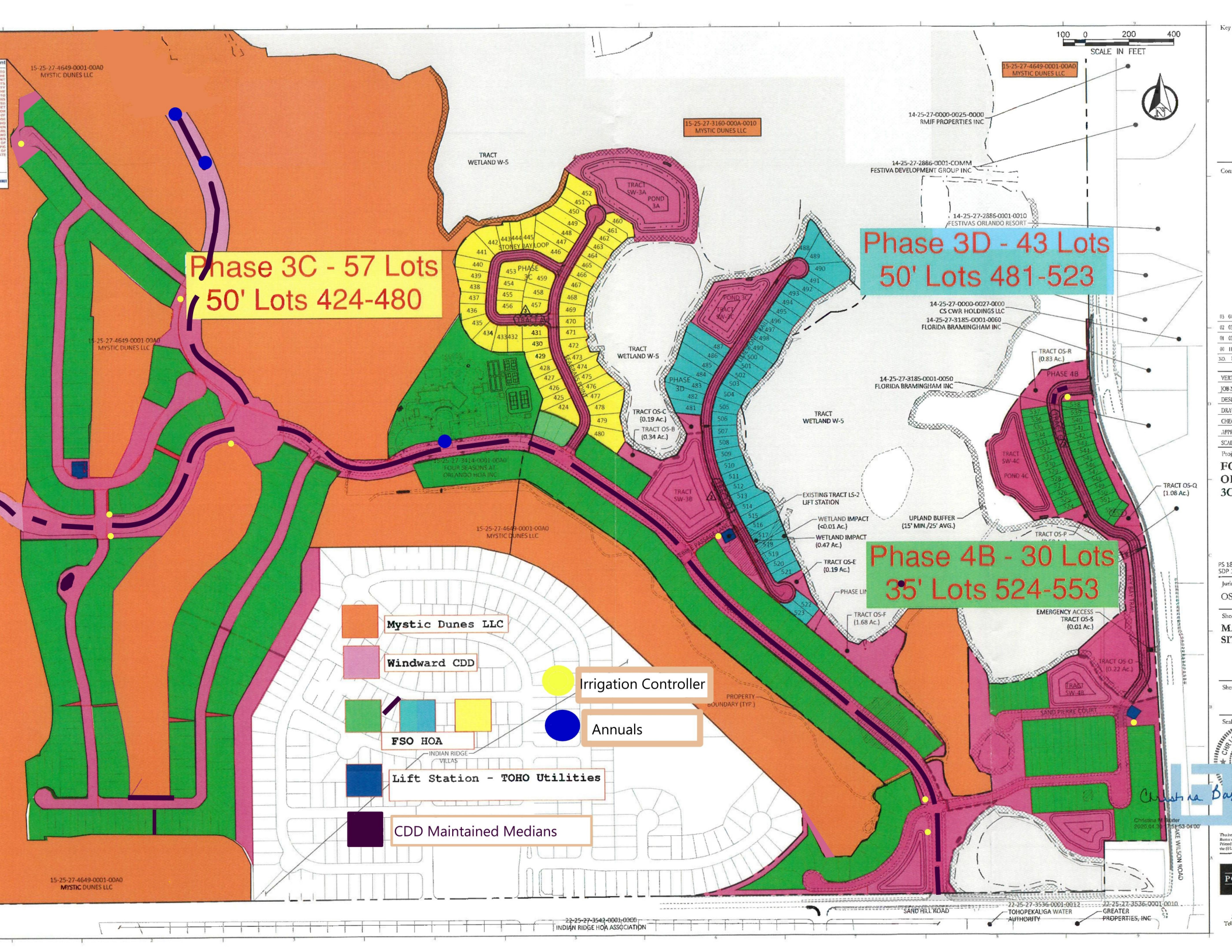


Phase 3C - 57 Lots
50' Lots 424-480

Phase 3D - 43 Lots
50' Lots 481-523

Phase 4B - 30 Lots
35' Lots 524-553

	Mystic Dunes LLC		Irrigation Controller
	Windward CDD		Annuals
	FSO HOA		
	Lift Station - TOHO Utilities		
	CDD Maintained Medians		



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Exhibit C: Fee Summary

Windward Community Development District Landscape Fee Summary

Contractor:

Property:

Address:

Address: 219 E. Livingston St.
Orlando, Florida, 32801

Phone:

Phone:

Fax:

Contact:

Contact:

Email:

Email:

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
ESSENTIAL SERVICES A-D (Component A) - Mowing/Detailing													\$0
TURF CARE (Component B) Bahia/St Augustine/Zoysia													\$0
TREE/SHRUB CARE Includes OTC (Component C) Tree/Shrub Fert/OTC/Drenching													\$0
IRRIGATION MAINT. (Component D)													\$0
ANNUAL CHANGES - (Component E.1) <i>Per Annual Pricing:</i>	1,200			1,200			1,200			1,200			\$0
BED DRESSING - Estimate mulch yds (Component E.2) <i>Per Yard Pricing:</i>													\$0
PALM TRIMMING 2x Per Year (Component E.3) <i>Per Palm Price:</i> <i>Palm counts:</i>													\$0
TOTAL FEE PER MONTH:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Flat Fee Schedule	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
--------------------------	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----

Essential Services Mowing/Detailing/Irrigation/Fert and Pest	\$0
--	-----

Extra Services Annual Changes, Palm Pruning, Mulch	\$0
--	-----

TOTAL	\$0.00
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Exhibit D: Form of Work Authorization

**WORK AUTHORIZATION NUMBER _____
FOR ADDITIONAL SERVICES**

THIS WORK AUTHORIZATION (“Work Authorization”), dated _____, ____ 202__, authorizes certain work in accordance with that certain *Landscape and Irrigation Maintenance Agreement*, effective _____, 2024 (the “**Agreement**”), by and between:

WINDWARD COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Osceola County, Florida (the “**District**”), and

_____, a Florida _____, with an address of _____ (“**Contractor**”).

SECTION 1. SCOPE OF SERVICES. in addition to the services described in the Agreement and any exhibits, amendments and addenda thereto, Contractor shall provide additional _____ services, as set forth in the attached **Exhibit A**, which is incorporated herein by reference, all in accordance with the terms of the Agreement (collectively, the “**Additional Services**”). To the extent that the terms of **Exhibit A** conflict with terms of this Work Authorization or the Agreement, the Work Authorization and the Agreement shall control.

SECTION 2. COMPENSATION. As compensation for the Additional Services, the District agrees to pay Contractor _____ Dollars (\$_____). Contractor shall invoice the District for Additional Services upon completion of the same and the District shall pay Contractor in accordance with the terms of the Agreement.

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

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

ATTEST:

**WINDWARD COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
 Secretary
 Assistant Secretary

By: _____
 Chairperson
 Vice Chairperson

[CONTRACTOR]

By: _____
Its: _____

Exhibit A Proposal for Additional Services

SECTION D

SECTION 1

Windward Community Development District

Summary of Check Register

April 4, 2024 through May 2, 2024

Fund	Date	Check No.'s	Amount
General Fund	4/10/24	856-861	\$ 51,052.74
	4/17/24	862-864	\$ 52,359.76
	4/24/24	865-868	\$ 6,177.51
	5/1/24	869-872	\$ 49,852.24
Total Amount			\$ 159,442.25

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
4/10/24	00014	3/27/24	S107545 202403 320-53800-57400	GATE SERVICE	*	2,070.85	
		3/29/24	S109901 202403 320-53800-57400	GATE SERVICE	*	295.00	
							2,365.85 000856

4/10/24	00041	3/25/24	17441 202403 320-53800-47100	LAKE MAINTENANCE MAR24	*	375.00	
							375.00 000857

4/10/24	00010	4/04/24	9100 861 202403 320-53800-43000	17031 KEY BAY TRL	*	30.80	
		4/05/24	9100 861 202403 320-53800-43000	79811 FOUR SEASONS ENT	*	733.57	
		4/05/24	9100 861 202403 320-53800-43500	0000 FOURSEASON BLVD LITE	*	1,530.14	
		4/09/24	9100 861 202403 320-53800-43000	24081 SANDY CREEK TRAIL	*	30.80	
		4/09/24	9100 861 202403 320-53800-43000	7980 FOUR SEASONS BLVD	*	135.05	
		4/09/24	9100 861 202403 320-53800-43000	77001 FOUR SEASONS BLVD	*	62.84	
		4/09/24	9100 861 202403 320-53800-43000	78151 FOUR SEASONS BLVD	*	49.72	
		4/09/24	9100 861 202403 320-53800-43000	21051 PEBBLE PASSAGE LN	*	56.44	
		4/09/24	9100 861 202403 320-53800-43000	79011 HANSON BAY PL	*	30.80	
							2,660.16 000858

4/10/24	00042	3/31/24	257451 202403 320-53800-46400	IRRIGATION REPAIRS	*	980.00	
		3/31/24	257452 202403 320-53800-46700	SEAGRASS POND CLEAN UP	*	1,295.00	
		4/01/24	257488 202404 320-53800-46800	LANDSCAPE MAINT - APR24	*	12,725.44	
							15,000.44 000859

4/10/24	00045	3/31/24	8200-B 202403 320-53800-46900	CLEAN BASIN FOUNTAIN 3/24	*	1,000.00	
							1,000.00 000860

4/10/24	00009	3/30/24	00262245 202403 320-53800-43100	7900 FOUR SEASONS	*	43.83	
		3/30/24	00262245 202403 320-53800-43100	7900 FOUR SEASON BLVD ODD	*	34.99	

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
3/30/24		00262245	202403	320-53800-43100			7980 FOUR SEASONS BLVD GH	*	26.72		
3/30/24		00262245	202403	320-53800-43100			0 FOUR SEASONS BLVD	*	29,545.75		
TOHO WATER AUTHORITY										29,651.29	000861
4/17/24	00010	4/11/24	9101 537	202404	320-53800-43500		000 FOUR SEASON BLVD LITE	*	3,674.40		
		4/12/24	9100 861	202404	320-53800-43500		4 SEASONS PH1B SL	*	3,424.71		
		4/18/24	9100 861	202404	320-53800-43500		000 SAND HILL RD	*	3,470.65		
DUKE ENERGY										10,569.76	000862
4/17/24	00001	4/01/24	219	202404	310-51300-34000		MANAGEMENT FEES - APR 24	*	3,443.92		
		4/01/24	219	202404	310-51300-35200		WEBSITE ADMIN - APR 24	*	88.33		
		4/01/24	219	202404	310-51300-35100		INFORMATION TECH - APR 24	*	154.58		
		4/01/24	219	202404	310-51300-31300		DISSEMINATION - APR 24	*	801.67		
		4/01/24	219	202404	310-51300-51000		OFFICE SUPPLIES	*	.27		
		4/01/24	219	202404	310-51300-42000		POSTAGE	*	104.68		
		4/01/24	220	202404	320-53800-12000		FIELD MANAGEMENT - APR 24	*	1,476.00		
		4/01/24	220	202404	320-53800-46700		DONT FEED ANIMALS SIGN	*	389.46		
		4/01/24	220	202404	320-53800-47000		DOG WASTE BAGS/STATIONS	*	938.07		
GOVERNMENTAL MANAGEMENT SERVICES										7,396.98	000863
4/17/24	00025	4/17/24	41724	202404	300-20700-10000		ASSMNT TXFER - S2018	*	16,792.26		
		4/17/24	41724	202404	300-20700-10000		ASSMNT TXFER - S2020	*	17,600.76		
WINDWARD CDD/US BANK										34,393.02	000864
4/24/24	00014	4/12/24	14169	202404	320-53800-57400		PSK CLOUD SUBSCRIPTION	*	24.00		
		4/12/24	14275	202404	320-53800-47000		WI-PAK MONTHLY SVC-APR24	*	120.00		
		4/15/24	S110151	202404	320-53800-57400		BI-ANNUAL SRVC INSPECTION	*	917.04		
ACCESS CONTROL SYSTEMS, LLC										1,061.04	000865

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
4/24/24	00056	4/10/24 10746	202404 320-53800-46900	FOUNTAIN MAINT - APR24	*	775.00	
				LEXINGTON POOL & MAINTENANCE, LLC			775.00 000866
4/24/24	00002	3/18/24 124148	202402 310-51300-31500	GENERAL COUNSEL - FEB 24	*	1,912.50	
		4/15/24 124621	202403 310-51300-31500	GENERAL COUNSEL - MAR 24	*	136.72	
				LATHAM,LUNA,EDEN & BEAUDINE,LLP			2,049.22 000867
4/24/24	00011	11/27/23 18-021(7	202310 310-51300-31100	ENGINEERING FEE OCT23	*	2,029.75	
		3/11/24 18-021(7	202402 310-51300-31100	ENGINEERING FEE FEB24	*	262.50	
				POULOS & BENNETT			2,292.25 000868
5/01/24	00010	4/29/24 9100 861	202404 320-53800-43500	000 SHADOW TREE LN	*	4,242.97	
				DUKE ENERGY			4,242.97 000869
5/01/24	00002	7/05/23 118754	202310 310-51300-31500	GENERAL COUNSEL - JUN23	*	3,332.00	
				LATHAM,LUNA,EDEN & BEAUDINE,LLP			3,332.00 000870
5/01/24	00011	4/19/24 18-021(8	202403 310-51300-31100	ENGINEERING FEE MAR24	*	612.50	
				POULOS & BENNETT			612.50 000871
5/01/24	00009	4/22/24 00262245	202404 320-53800-43100	7700 FOUR SEASONS	*	41,664.77	
				TOHO WATER AUTHORITY			41,664.77 000872
TOTAL FOR BANK A						159,442.25	
TOTAL FOR REGISTER						159,442.25	

SECTION 2

Windward
Community Development District

Unaudited Financial Reporting
March 31, 2024



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6	<u>Series 2020 - A2 Debt Service Income Statement</u>
7	<u>Series 2018 Capital Projects Income Statement</u>
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Windward
Community Development District
Combined Balance Sheet
March 31, 2024

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
Assets:				
Cash	\$ 671,078	\$ -	\$ -	\$ 671,078
Due from Other	\$ 20,862	\$ -	\$ -	\$ 20,862
Due from General Fund	\$ -	\$ 28,719	\$ -	\$ 28,719
Investments				
Series 2018 A-1/A-2				
Reserve A-1	\$ -	\$ 121,730	\$ -	\$ 121,730
Revenue	\$ -	\$ 259,437	\$ -	\$ 259,437
Construction	\$ -	\$ -	\$ 5,579	\$ 5,579
Series 2020 A-1/A-2				
Reserve A-1	\$ -	\$ 127,656	\$ -	\$ 127,656
Reserve A-2	\$ -	\$ 66,521	\$ -	\$ 66,521
Revenue	\$ -	\$ 390,124	\$ -	\$ 390,124
Prepayment A-2	\$ -	\$ 400,728	\$ -	\$ 400,728
Construction	\$ -	\$ -	\$ 2,620,146	\$ 2,620,146
Cost of Issuance	\$ -	\$ -	\$ 32,369	\$ 32,369
Total Assets	\$ 691,939	\$ 1,394,915	\$ 2,658,094	\$ 4,744,948
Liabilities:				
Accounts Payable	\$ 109,219	\$ -	\$ -	\$ 109,219
Due to Debt Service Fund	\$ 28,719	\$ -	\$ -	\$ 28,719
Total Liabilities	\$ 137,938	\$ -	\$ -	\$ 137,938
Fund Balances:				
Restricted for:				
Debt Service	\$ -	\$ 1,394,915	\$ -	\$ 1,394,915
Capital Projects	\$ -	\$ -	\$ 2,658,094	\$ 2,658,094
Unassigned	\$ 554,002	\$ -	\$ -	\$ 554,002
Total Fund Balances	\$ 554,002	\$ 1,394,915	\$ 2,658,094	\$ 4,607,010
Total Liabilities & Fund Balance	\$ 691,939	\$ 1,394,915	\$ 2,658,094	\$ 4,744,948

Windward
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending March 31, 2024

	Adopted Budget	Prorated Budget Thru 03/31/24	Actual Thru 03/31/24	Variance
Revenues				
Assessments - Tax Roll	\$ 1,111,941	\$ 1,083,369	\$ 1,083,369	\$ -
Miscellaneous Revenue	\$ -	\$ -	\$ 7,521	\$ 7,521
Deficit Funding	\$ 105,000	\$ 105,000	\$ 214,266	\$ 109,266
Total Revenues	\$ 1,216,941	\$ 1,188,369	\$ 1,305,157	\$ 116,788
Expenditures:				
<u>General & Administrative:</u>				
Supervisors Fees	\$ 4,800	\$ 2,400	\$ -	\$ 2,400
FICA Expense	\$ 367	\$ 184	\$ -	\$ 184
Engineering	\$ 16,000	\$ 8,000	\$ 3,554	\$ 4,447
Attorney	\$ 25,000	\$ 12,500	\$ 8,890	\$ 3,610
Arbitrage	\$ 900	\$ 450	\$ 450	\$ -
Dissemination	\$ 9,620	\$ 4,810	\$ 5,810	\$ (1,000)
Annual Audit	\$ 6,500	\$ 6,500	\$ 6,500	\$ -
Trustee Fees	\$ 8,008	\$ 7,758	\$ 7,758	\$ -
Assessment Administration	\$ 5,300	\$ 5,300	\$ 5,300	\$ -
Management Fees	\$ 41,327	\$ 20,664	\$ 20,664	\$ 0
Information Technology	\$ 1,855	\$ 928	\$ 927	\$ 0
Website Maintenance	\$ 1,060	\$ 530	\$ 530	\$ 0
Telephone	\$ 125	\$ 63	\$ -	\$ 63
Postage	\$ 800	\$ 400	\$ 399	\$ 1
Travel Per Diem	\$ 660	\$ 330	\$ -	\$ 330
Printing & Binding	\$ 500	\$ 250	\$ 52	\$ 198
Insurance	\$ 6,586	\$ 6,586	\$ 6,197	\$ 389
Legal Advertising	\$ 1,500	\$ 750	\$ -	\$ 750
Other Current Charges	\$ 2,000	\$ 1,000	\$ 241	\$ 759
Office Supplies	\$ 150	\$ 75	\$ 3	\$ 72
Property Appraiser	\$ 500	\$ 261	\$ 261	\$ -
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative:	\$ 133,733	\$ 79,912	\$ 67,711	\$ 12,201

Windward
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending March 31, 2024

	Adopted Budget	Prorated Budget Thru 03/31/24	Actual Thru 03/31/24	Variance
Operation & Maintenance				
Field Expenditures				
Field Services	\$ 17,712	\$ 8,856	\$ 8,856	\$ (0)
Facility Maintenance	\$ 10,000	\$ 5,000	\$ 450	\$ 4,550
Electric	\$ 158,992	\$ 79,496	\$ 63,759	\$ 15,737
Water & Sewer	\$ 531,795	\$ 265,898	\$ 524,148	\$ (258,251)
Security Building Maintenance	\$ 10,000	\$ 5,000	\$ 8,543	\$ (3,543)
Landscape Maintenance	\$ 237,545	\$ 118,773	\$ 75,863	\$ 42,909
Landscape Contingency	\$ 40,000	\$ 20,000	\$ 223,971	\$ (203,971)
Property Insurance	\$ 5,664	\$ 5,664	\$ 6,012	\$ (348)
Fountain Maintenance	\$ 14,600	\$ 7,300	\$ 6,209	\$ 1,091
Lake Maintenance	\$ 9,000	\$ 4,500	\$ 9,225	\$ (4,725)
Irrigation Repairs	\$ 25,000	\$ 12,500	\$ 18,399	\$ (5,899)
Lighting Maintenance	\$ 2,500	\$ 1,250	\$ -	\$ 1,250
Monument Maintenance	\$ 1,400	\$ 700	\$ 10,025	\$ (9,325)
Roadway Maintenance	\$ 9,000	\$ 4,500	\$ -	\$ 4,500
Contingency	\$ 10,000	\$ 5,000	\$ 10,874	\$ (5,874)
Total Operations & Maintenance Expenditures	\$ 1,083,208	\$ 544,436	\$ 966,333	\$ (421,897)
Total Expenditures	\$ 1,216,941	\$ 624,348	\$ 1,034,044	\$ (409,696)
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ 271,112	
Fund Balance - Beginning	\$ -		\$ 282,889	
Fund Balance - Ending	\$ -		\$ 554,002	

Windward
Community Development District
Debt Service Fund - Series 2018-A1
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending March 31, 2024

	Adopted Budget	Prorated Budget Thru 03/31/24	Actual Thru 03/31/24	Variance
Revenues				
Assessments - 2018 A1 Tax Roll	\$ 243,648	\$ 237,387	\$ 237,387	\$ -
Interest Income	\$ 250	\$ 125	\$ 5,788	\$ 5,663
Total Revenues	\$ 243,898	\$ 237,512	\$ 243,175	\$ 5,663
Expenditures:				
Series 2018A-1				
Interest - 11/1	\$ 92,495	\$ 92,495	\$ 92,495	\$ -
Principal - 5/1	\$ 60,000	\$ -	\$ -	\$ -
Interest - 5/1	\$ 92,495	\$ -	\$ -	\$ -
Total Expenditures	\$ 244,990	\$ 92,495	\$ 92,495	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ (1,092)		\$ 150,680	
Fund Balance - Beginning	\$ 119,287		\$ 244,508	
Fund Balance - Ending	\$ 118,195		\$ 395,188	

Windward
Community Development District
Debt Service Fund - Series 2020-A1
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending March 31, 2024

	Adopted Budget	Prorated Budget Thru 03/31/24	Actual Thru 03/31/24	Variance
Revenues				
Assessments - 2020 A1 Tax Roll	\$ 255,379	\$ 248,817	\$ 248,817	\$ -
Interest Income	\$ -	\$ -	\$ 9,652	\$ 9,652
Total Revenues	\$ 255,379	\$ 248,817	\$ 258,469	\$ 9,652
Expenditures:				
Series 2020A-1				
Interest - 11/1	\$ 86,926	\$ 86,926	\$ 86,926	\$ -
Principal - 5/1	\$ 80,000	\$ -	\$ -	\$ -
Interest - 5/1	\$ 86,926	\$ -	\$ -	\$ -
Total Expenditures	\$ 253,853	\$ 86,926	\$ 86,926	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ 1,527		\$ 171,543	
Fund Balance - Beginning	\$ 95,755		\$ 225,311	
Fund Balance - Ending	\$ 97,281		\$ 396,854	

Windward

Community Development District

Debt Service Fund - Series 2020-A2

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending March 31, 2024

	Adopted Budget	Prorated Budget Thru 03/31/24	Actual Thru 03/31/24	Variance
Revenues				
Assessments - 2020 A2 Direct	\$ 156,640	\$ -	\$ -	\$ -
Assessments - Prepayments	\$ -	\$ -	\$ 1,084,828	\$ 1,084,828
Interest Income	\$ -	\$ -	\$ 15,076	\$ 15,076
Total Revenues	\$ 156,640	\$ -	\$ 1,099,904	\$ 1,099,904
Expenditures:				
Series 2020A-2				
Interest - 11/1	\$ 78,320	\$ 78,320	\$ 78,320	\$ -
Special Call - 11/1	\$ -	\$ -	\$ 580,000	\$ (580,000)
Interest - 2/1	\$ -	\$ -	\$ 7,700	\$ (7,700)
Special Call - 2/1	\$ -	\$ -	\$ 700,000	\$ (700,000)
Interest - 5/1	\$ 78,320	\$ -	\$ -	\$ -
Total Expenditures	\$ 156,640	\$ 78,320	\$ 1,366,020	\$ (1,287,700)
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ (266,116)	
Fund Balance - Beginning	\$ 205,085		\$ 868,988	
Fund Balance - Ending	\$ 205,085		\$ 602,873	

Windward
Community Development District
Capital Projects Fund - Series 2018
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending March 31, 2024

	Adopted Budget	Prorated Budget Thru 03/31/24	Actual Thru 03/31/24	Variance
Revenues				
Interest	\$ -	\$ -	\$ 145	\$ 145
Total Revenues	\$ -	\$ -	\$ 145	\$ 145
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ 145	
Fund Balance - Beginning	\$ -		\$ 5,434	
Fund Balance - Ending	\$ -		\$ 5,579	

Windward
Community Development District
Capital Projects Fund - Series 2020
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending March 31, 2024

	Adopted Budget	Prorated Budget Thru 03/31/24	Actual Thru 03/31/24	Variance
Revenues				
Interest	\$ -	\$ -	\$ 68,943	\$ 68,943
Total Revenues	\$ -	\$ -	\$ 68,943	\$ 68,943
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess Revenues (Expenditures)	\$ -		\$ 68,943	
Fund Balance - Beginning	\$ -		\$ 2,583,572	
Fund Balance - Ending	\$ -		\$ 2,652,515	

Windward
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Revenues													
Assessments - Tax Roll	\$ -	\$ 339,020	\$ 680,357	\$ 32,203	\$ 13,111	\$ 18,678	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,083,369
Assessments - Direct	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous Revenue	\$ -	\$ 5,265	\$ -	\$ 2,256	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,521
Deficit Funding	\$ 24,730	\$ -	\$ 189,536	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 214,266
Total Revenues	\$ 24,730	\$ 344,285	\$ 869,894	\$ 34,459	\$ 13,111	\$ 18,678	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,305,157
Expenditures:													
General & Administrative:													
Supervisors Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FICA Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Engineering	\$ 2,030	\$ 525	\$ 124	\$ -	\$ 263	\$ 613	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,554
Attorney	\$ 4,880	\$ 252	\$ 368	\$ 1,341	\$ 1,913	\$ 137	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,890
Arbitrage	\$ -	\$ 450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450
Dissemination	\$ 1,302	\$ 802	\$ 802	\$ 1,302	\$ 802	\$ 802	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,810
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,500
Trustee Fees	\$ -	\$ 4,041	\$ 3,717	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,758
Assessment Administration	\$ 5,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,300
Management Fees	\$ 3,444	\$ 3,444	\$ 3,444	\$ 3,444	\$ 3,444	\$ 3,444	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,664
Information Technology	\$ 155	\$ 155	\$ 154	\$ 155	\$ 155	\$ 155	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 927
Website Maintenance	\$ 88	\$ 88	\$ 88	\$ 88	\$ 88	\$ 88	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 530
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 10	\$ 37	\$ 38	\$ 29	\$ 274	\$ 11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 399
Travel Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Printing & Binding	\$ -	\$ 23	\$ -	\$ -	\$ 23	\$ 6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 52
Insurance	\$ 6,197	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,197
Legal Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Current Charges	\$ 39	\$ 40	\$ 41	\$ 39	\$ 42	\$ 41	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 241
Office Supplies	\$ 0	\$ 1	\$ 1	\$ 0	\$ 1	\$ 1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3
Property Appraiser	\$ -	\$ -	\$ -	\$ -	\$ 261	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 261
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total General & Administrative:	\$ 23,620	\$ 9,857	\$ 8,776	\$ 6,398	\$ 7,265	\$ 11,797	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 67,711

Windward
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Operation & Maintenance													
Field Expenditures													
Field Services	\$ 1,476	\$ 1,476	\$ 1,476	\$ 1,476	\$ 1,476	\$ 1,476	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,856
Facility Maintenance	\$ -	\$ -	\$ 450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Electric	\$ 12,190	\$ 12,175	\$ 11,787	\$ 12,041	\$ 8,662	\$ 6,903	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 63,759
Water & Sewer	\$ 116,703	\$ 110,801	\$ 87,889	\$ 60,177	\$ 78,916	\$ 69,661	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 524,148
Security Building Maintenance	\$ 2,922	\$ 580	\$ 678	\$ 1,034	\$ 550	\$ 2,778	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,543
Landscape Maintenance	\$ 12,236	\$ 12,725	\$ 12,725	\$ 12,725	\$ 12,725	\$ 12,725	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,863
Landscape Contingency	\$ 2,310	\$ 189,536	\$ 19,031	\$ 1,655	\$ 10,144	\$ 1,295	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 223,971
Property Insurance	\$ 6,012	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,012
Fountain Maintenance	\$ 1,229	\$ 1,000	\$ 800	\$ 800	\$ 1,380	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,209
Lake Maintenance	\$ 2,575	\$ 375	\$ 2,575	\$ 750	\$ 2,575	\$ 375	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,225
Irrigation Repairs	\$ 2,080	\$ 1,040	\$ 9,219	\$ 1,360	\$ 3,343	\$ 1,356	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,399
Lighting Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Monument Maintenance	\$ 10,025	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,025
Roadway Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contingency	\$ 7,050	\$ 3,090	\$ 120	\$ 120	\$ 120	\$ 374	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,874
Total Operations & Maintenance Expenses	\$ 176,808	\$ 332,799	\$ 146,751	\$ 92,139	\$ 119,892	\$ 97,944	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 966,333
Total Expenditures	\$ 200,428	\$ 342,656	\$ 155,527	\$ 98,536	\$ 127,157	\$ 109,740	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,034,044
Excess (Deficiency) of Revenues over Expenditures	\$ (175,698)	\$ 1,629	\$ 714,367	\$ (64,077)	\$ (114,047)	\$ (91,062)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 271,112

Windward

Community Development District

LONG TERM DEBT REPORT

SERIES 2018A-1, SPECIAL ASSESSMENT REVENUE BONDS		
INTEREST RATES:	4.500%, 5.100%, 5.700%, 5.800%	
MATURITY DATE:	5/1/2049	
RESERVE FUND DEFINITION	50% MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$121,730	
RESERVE FUND BALANCE	\$121,730	
BONDS OUTSTANDING - 11/07/18		\$3,460,000
PRINCIPAL PAYMENT - 05/01/20		(\$50,000)
PRINCIPAL PAYMENT - 05/01/21		(\$50,000)
PRINCIPAL PAYMENT - 05/01/22		(\$50,000)
PRINCIPAL PAYMENT - 05/01/23		(\$55,000)
CURRENT BONDS OUTSTANDING		\$3,255,000

SERIES 2018A-2, SPECIAL ASSESSMENT REVENUE BONDS		
INTEREST RATES:	5.800%	
MATURITY DATE:	11/1/2029	
RESERVE FUND DEFINITION	50% MAXIMUM ANNUAL INTEREST	
RESERVE FUND REQUIREMENT	\$0	
RESERVE FUND BALANCE	\$0	
BONDS OUTSTANDING - 11/07/18		\$4,120,000
SPECIAL CALL - 05/01/19		(\$150,000)
SPECIAL CALL - 08/01/19		(\$245,000)
SPECIAL CALL - 11/01/19		(\$330,000)
SPECIAL CALL - 02/01/20		(\$200,000)
SPECIAL CALL - 05/01/20		(\$205,000)
SPECIAL CALL - 08/01/20		(\$305,000)
SPECIAL CALL - 11/01/20		(\$665,000)
SPECIAL CALL - 02/01/21		(\$580,000)
SPECIAL CALL - 05/01/21		(\$85,000)
SPECIAL CALL - 08/01/21		(\$1,060,000)
SPECIAL CALL - 11/01/21		(\$210,000)
SPECIAL CALL - 02/01/22		(\$75,000)
SPECIAL CALL - 05/01/22		(\$5,000)
SPECIAL CALL - 11/01/22		(\$5,000)
CURRENT BONDS OUTSTANDING		\$0

Windward

Community Development District

LONG TERM DEBT REPORT

SERIES 2020A-1, SPECIAL ASSESSMENT REVENUE BONDS		
INTEREST RATES:	3.00%, 3.650%, 4.250%, 4.500%	
MATURITY DATE:	5/1/2051	
RESERVE FUND DEFINITION	50% MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$127,656	
RESERVE FUND BALANCE	\$127,656	
BONDS OUTSTANDING - 10/29/20		\$4,230,000
PRINCIPAL PAYMENT - 05/01/22		(\$75,000)
PRINCIPAL PAYMENT - 05/01/23		(\$80,000)
CURRENT BONDS OUTSTANDING		\$4,075,000

SERIES 2020A-2, SPECIAL ASSESSMENT REVENUE BONDS		
INTEREST RATES:	4.400%	
MATURITY DATE:	11/1/2035	
RESERVE FUND DEFINITION	50% MAXIMUM ANNUAL INTEREST	
RESERVE FUND REQUIREMENT	\$66,521	
RESERVE FUND BALANCE	\$66,521	
BONDS OUTSTANDING - 10/29/20		\$8,010,000
SPECIAL CALL - 11/01/21		(\$230,000)
SPECIAL CALL - 02/01/22		(\$675,000)
SPECIAL CALL - 05/01/22		(\$480,000)
SPECIAL CALL - 08/01/22		(\$715,000)
SPECIAL CALL - 11/01/22		(\$485,000)
SPECIAL CALL - 02/01/23		(\$1,045,000)
SPECIAL CALL - 05/01/23		(\$410,000)
SPECIAL CALL - 08/01/23		(\$410,000)
SPECIAL CALL - 11/01/23		(\$580,000)
SPECIAL CALL - 02/01/24		(\$700,000)
CURRENT BONDS OUTSTANDING		\$2,280,000

Windward
Community Development District
Special Assessment Receipts
Fiscal Year 2024

Gross \$ 1,182,916.77 \$ 259,200.00 \$ 271,680.00 \$ 1,713,796.77
 \$ 1,111,941.76 \$ 243,648.00 \$ 255,379.20 \$ 1,610,968.96

ON ROLL ASSESSMENTS

Date	Distribution	Gross Amount	Discount/Penalty	Commission	Interest	Net Receipts	ASSESSED THROUGH COUNTY			
							General Fund	S2018 A1 DSF Portion	S2020 A1 DSF Portion	Total
							69.02%	15.12%	15.85%	100.00%
11/10/23	ACH	\$13,271.45	\$0.00	(\$265.43)	\$0.00	\$13,006.02	\$8,977.17	\$1,967.07	\$2,061.78	\$13,006.02
11/24/23	ACH	\$487,921.16	\$0.00	(\$9,758.42)	\$0.00	\$478,162.74	\$330,043.06	\$72,318.83	\$75,800.85	\$478,162.74
12/11/23	ACH	\$975,842.37	\$0.00	(\$19,516.85)	\$0.00	\$956,325.52	\$660,086.14	\$144,637.67	\$151,601.71	\$956,325.52
12/28/23	ACH	\$29,968.23	\$0.00	(\$599.37)	\$0.00	\$29,368.86	\$20,271.32	\$4,441.84	\$4,655.70	\$29,368.86
01/10/24	ACH	\$10,053.00	\$0.00	(\$201.06)	\$0.00	\$9,851.94	\$6,800.12	\$1,490.04	\$1,561.78	\$9,851.94
01/10/24	ACH	\$36,073.43	\$0.00	(\$721.46)	\$0.00	\$35,351.97	\$24,401.05	\$5,346.74	\$5,604.18	\$35,351.97
01/31/24	INTEREST	\$0.00	\$0.00	\$0.00	\$1,451.27	\$1,451.27	\$1,001.72	\$219.49	\$230.06	\$1,451.27
02/08/24	ACH	\$1,190.40	\$0.00	(\$23.81)	\$0.00	\$1,166.59	\$805.22	\$176.44	\$184.93	\$1,166.59
02/08/24	ACH	\$18,191.67	\$0.00	(\$363.83)	\$0.00	\$17,827.84	\$12,305.34	\$2,696.34	\$2,826.16	\$17,827.84
03/08/24	ACH	\$27,612.90	\$0.00	(\$552.26)	\$0.00	\$27,060.64	\$18,678.11	\$4,092.74	\$4,289.79	\$27,060.64
TOTAL		\$ 1,600,124.61	\$ -	\$ (32,002.49)	\$ 1,451.27	\$ 1,569,573.39	\$ 1,083,369.25	\$ 237,387.20	\$ 248,816.94	\$ 1,569,573.39

97%	Gross Percent Collected
\$ 41,395.57	Balance Remaining to Collect

DIRECT BILL ASSESSMENTS

K. Hovnanian at Mystic Dunes, LLC					
			Net Assessments	\$131,120.00	\$131,120.00
Date Received	Due Date	Check No.	Net Assessed	Amount Received	Debt Service Fund 2020 A2
3/24/24	4/1/24	8450	\$65,560.00	\$65,560.00	\$65,560.00
	10/1/24		\$65,560.00		\$0.00
			\$ 131,120.00	\$ 65,560.00	\$ 65,560.00

SECTION 3

Windward CDD -
Action Item Tracking

Item	Category	Responsible	Date Added	Notes
CDD Area behind homes on Whitewood Court - Never Sodded	Landscaping	Developer	4/22/24	Developer states this to be complete May 2024
CDD Area between black fence at Sand Hill Rd and sidewalk near Whitewood Court - Never Sodded	Landscaping	Developer	4/22/24	Developer states this to be complete May 2024
Sod at ROW at Whitewood Ct - Near Pond - Construction Damage	Landscaping	Developer	4/22/24	Developer states this to be complete May 2024
Sod at ROW at Sand Pierre at pond - Construction Damage - bathroom and dumpsters	Landscaping	Developer	4/22/24	Developer states this to be complete May 2024
Sod at ROW at Pebble Passage at pond across from lift station - Construction Damage - never sodded	Landscaping	Developer	4/22/24	Developer states this to be complete May 2024
Sod at ROW at Limestone at pond n - Construction Damage	Landscaping	Developer	4/22/24	Developer states this to be complete May 2024
Move 2 trees against fence at dog park to inside park for shade	Landscaping	Developer	4/22/24	Developer states this to be complete May 2024
Wall at Limestone behind homes on FSB needs raised up	Hardscaping	Developer	4/22/24	Developer to provide update later
Dead Tree at Limestone cel de sac needs removed	Landscaping	Developer	4/22/24	Developer states this to be complete May 2024
Limestone Trail Cul de sac drainage - curb holding water	Stormwater	Developer	4/22/24	Developer meeting with contractor
Silt fence remains in place in several areas (around ponds, area 4B)	Hardscaping	Developer	4/22/24	Developer states this to be complete May 2024
Broken sidewalk near headwall/lake at light pole	Hardscaping	Developer	4/22/24	Developer meeting with contractor
Key Bay Trail - Drain Clean Up - Missing Headwall and Rip Rap	Stormwater	Developer	4/22/24	Developer meeting with contractor
Broken sidewalk near Old Lake Wilson just inside gate	Hardscaping	Developer	4/22/24	Developer meeting with contractor
Review Master Sign plan for missing street signs, stop signs, and misplaced signs	Hardscaping	Developer	4/22/24	Developer meeting with Osceola County
Large Underground conduit sticking up outside gate at Old Lake Wilson - Duke	Utilities	Developer	4/22/24	Developer Requested from Duke Permission to remove
Smaller Underground conduits throughout community	Utilities	Developer	4/22/24	Developer meeting with contractors
Safety mat/truncated domes not installed at Flora Pass and FSB	Hardscaping	Developer	4/22/24	Developer meeting with contractor
Connect all irrigation clocks to power and two wire to get rid of battery powered irrigation	Irrigation	Developer	4/22/24	Developer states this to be complete May 2024
What are new power meters at ponds on Limestone and Seagrass	Utilities	Developer	4/22/24	These are to supply power to irrigation Timeers
Well Issues	Engineering	S Saha	2/21/24	Engineer to determine if well could be used for water supplementation, met with Engineer on 2/27/24
Palm Tree Dead - Key Bay Tr	Landscaping	Juniper	2/21/24	Awaiting proposal from vendor
Irrigation Issues at Roundabout	Landscaping	Juniper	2/21/24	See landscape Review Notes - 2/21/24
Palms Dying at Roundabout	Landscaping	Juniper	2/21/24	See landscape Review Notes - 2/21/24 - Proposal sent to CDD, awaiting removal of trees from vendor
Sandy Creek Exit - Maintenance	Landscaping	Juniper	2/21/24	See landscape Review Notes - 2/21/24 lots of turf missing around palms, stumps not removed
Hanson Bay - Irrigation Water Sensor installed under tree	Landscaping	Juniper	2/21/24	See landscape Review Notes - 2/21/24
Antilles Club - Park Area Still has ruts, different mulch	Landscaping	Juniper	2/22/24	See landscape Review Notes - 2/21/24
Model Area - Tree Stumps, Dead Palms	Landscaping	Juniper	2/23/24	Dead palms approved for removal, expecting proposal for restoration
Front Entrance - Mulch Mixed Up, no defined beds, not maintained on back of wall	Landscaping	Juniper	2/24/24	See landscape Review Notes - 2/21/24
Old Lake Wilson - Stump Grinding Not Completed	Landscaping	Juniper	2/21/24	See landscape Review Notes - 2/21/24
Road Issue at Four Seasons and Flora Pass	Road	S Saha	2/21/24	Lorry King road concern, Dan review per 2/21/24 email
Sandy Creek - Repair Storm Water Structure	Stormwater	S Saha	2/21/24	Engineer does not believe this is CDD to repair
Seagrass Point Pond - Needs Maintenance	Stormwater	GMS	2/21/24	See landscape Review Notes - 2/21/24 Pond needs cleanup
Connection to gate system/cameras	Gates	GMS	2/22/24	Checking with HOA on Update to Spectrum
<u>Completed Items</u>				
Coral Shores Palms - Trees Crooked	Landscaping	Juniper	2/24/24	COMPLETED
Contact Mystic Dunes regarding paths	Admin	J Showe	2/21/24	COMPLETED
Awabuki - Irrigation	Stormwater	A. Hatton	2/21/24	COMPLETED
Khov to Review Trees on Estuary	Landscaping	J. Clark	2/21/24	Khov to review tree plan in light of complaints from resident
Pond W-4A Key Bay Trail Pond Clean Up	Stormwater	GMS	2/28/24	
Reclaimed Water Billing - HOA/CDD Split	Accounting	GMS	4/24/24	50/50 Split per Engineer

SECTION 4



MARY JANE ARRINGTON
OSCEOLA COUNTY SUPERVISOR OF ELECTIONS

April 19, 2024

Ms. Brittany Brookes
Recording Secretary
Windward Community Development District
219 E. Livingston St.
Orlando, FL 32801

RE: Windward Community Development District – Registered Voters

Dear Ms. Brookes:

Thank you for your letter requesting confirmation of the number of registered voters within the Windward Community Development District as of April 15, 2024.

The number of registered voters within the Windward CDD is 720 as of April 15, 2024.

If I can be of further assistance, please contact me at 407.742.6000.

Respectfully yours,

Mary Jane Arrington
Supervisor of Elections

