Windsor Cay
Community Development District

Meeting Agenda

January 22, 2025

AGENDA

Windsor Cay
Community Development District

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

January 15, 2025

Board of Supervisors
Windsor Cay
Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the **Windsor Cay Community Development District** will be held on **Wednesday, January 22, 2025 at 2:00 PM, or shortly thereafter as reasonably possible, at The Cooper Memorial Library, 2525 Oakley Seaver Drive, Clermont, FL 34711. PLEASE NOTE THE NEW START TIME OF THE MEETING.** Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Organizational Matters
    A. Appointment of Individual to Fulfill the Board Vacancy with a Term Ending November 2025
    B. Administration of Oaths of Office to Newly Appointed Board Member
    C. Consideration of Resolution 2025-01 Electing an Assistant Secretary
4. Approval of Minutes of the August 28, 2024 Meeting
5. Ratification of Series 2024 Requisitions #7 - #14
6. Ratification of Agreement with Grau & Associates to Provide Auditing Services for the Fiscal Year 2024
7. Staff Reports
    A. Attorney
    B. Engineer
        i. Consideration of Proposal to Prepare Public Facilities Report
    C. District Manager's Report
        i. Approval of Check Register
        ii. Balance Sheet and Income Statement
    D. Field Manager's Report
8. Other Business
9. Supervisors Requests
10. Adjournment

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

Sincerely,

George S. Flint

George S. Flint
District Manager

Cc: Tucker Mackie, District Counsel
Bill Whitegon, District Engineer

Enclosures

SECTION III

SECTION C

RESOLUTION 2025-01

A RESOLUTION OF THE WINDSOR CAY COMMUNITY DEVELOPMENT DISTRICT ELECTING _____AS ASSISTANT SECRETARY OF THE BOARD OF SUPERVISORS

WHEREAS, the Board of Supervisors of the Windsor Cay Community District desires to elect _____ as an Assistant Secretary.

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

1. _____ is elected Assistant Secretary of the Board of Supervisors.

Adopted this 22nd day of January, 2025.

_____ _____

Secretary/Assistant Secretary Chairman/Vice Chairman

MINUTES

MINUTES OF MEETING
WINDSOR CAY
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Windsor Cay Community Development District was held Wednesday, August 28, 2024 at 11:30 a.m. at the Cooper Memorial Library, 2525 Oakley Seaver Drive, Clermont, Florida.

Present and constituting a quorum were:

Aaron Struckmeyer	Chairman
Bernard Sullivan	Assistant Secretary
Chris Cleary	Assistant Secretary

Also present were:

George Flint	District Manager
Bill Whitegon *by phone*	District Engineer
Ryan Dugan *by phone*	District Counsel
Clayton Smith	Field Manager
Ashley Hilyard	Field Manager

FIRST ORDER OF BUSINESS **Roll Call**

Mr. Flint called the meeting to order and called the roll. Three Board members were present constituting a quorum.

SECOND ORDER OF BUSINESS **Public Comment Period**

There were no members of the public present, only Board and staff.

THIRD ORDER OF BUSINESS **Approval of Minutes of the May 22, 2024 Board of Supervisors Meeting**

Mr. Flint presented the minutes of the May 22, 2024, Board of Supervisors meeting and asked for any comments, corrections, or changes. The Board had no changes to the minutes.

> On MOTION by Mr. Struckmeyer, seconded by Mr. Cleary, with all in favor, the Minutes of the May 22, 2024 Board of Supervisors Meeting, were approved, as presented.

FOURTH ORDER OF BUSINESS **Review and Acceptance of Fiscal Year 2023 Audit Report**

Mr. Flint stated Grau & Associates is the independent auditor. The audit has been transmitted to the State of Florida. He asked the Board to accept the audit and ratify its transmittal. Mr. Flint noted that it is a clean audit.

> On MOTION by Mr. Struckmeyer, seconded by Mr. Sullivan, with all in favor, the Acceptance of Fiscal Year 2023 Audit Report, was approved.

FIFTH ORDER OF BUSINESS Public Hearing

Mr. Flint asked for a motion to open the public hearing.

> On MOTION by Mr. Struckmeyer, seconded by Mr. Cleary, with all in favor, Opening the Public Hearing, was approved.

Mr. Flint noted there were no members of the public present so will bring it back to the Board**.**

A. Consideration of Resolution 2024-10 Adopting the Fiscal Year 2025 Budget and Relating to the Annual Appropriations

Mr. Flint stated Resolution 2024-10 approves the budget for Fiscal Year 2025. A proposed budget was previously approved and the public hearing was set for today for final consideration. There is a combination of assessments and about $25,000 in developer contributions which would be a shortfall funding agreement. Some of the assessments will be on roll and some will be direct billed. He noted there are no members of the public present to provide comment or testimony and asked the Board for any questions or comments.

> On MOTION by Mr. Struckmeyer, seconded by Mr. Cleary, with all in favor, Resolution 2024-10 Adopting the Fiscal Year 2025 Budget and Relating to the Annual Appropriations, was approved.

B. Consideration of Resolution 2024-11 Imposing Special Assessments and Certifying an Assessment Roll

Mr. Flint stated Resolution 2024-11 imposes the assessments related to the budget that was just approved. That budget is attached as exhibit A. The assessment roll is attached as exhibit B.

> On MOTION by Mr. Struckmeyer, seconded by Mr. Cleary, with all in favor, Resolution 2024-11 Imposing Special Assessments and Certifying an Assessment Roll, was approved.

Mr. Flint asked for a motion to close the public hearing.

> On MOTION by Mr. Struckmeyer, seconded by Mr. Cleary, with all in favor, Closing the Public Hearing, was approved.

SIXTH ORDER OF BUSINESS **Consideration of Fiscal Year 2025 Deficit Funding Agreement**

Mr. Flint noted there is a small amount in the adopted budget that would be a deficit funding agreement and this is the agreement related to that. He asked for any questions, and hearing none, asked for a motion to approve the agreement.

> On MOTION by Mr. Struckmeyer, seconded by Mr. Cleary, with all in favor, the Fiscal Year 2025 Deficit Funding Agreement, was approved.

SEVENTH ORDER OF BUSINESS **Consideration of Fiscal Year 2025 Direct Collection Agreement**

Mr. Flint stated part of the assessments in the budget that was just approved are going to be direct collected, so there is a Direct Collection Agreement related to those assessments.

> On MOTION by Mr. Struckmeyer, seconded by Mr. Cleary, with all in favor, the Fiscal Year 2025 Direct Collection Agreement, was approved.

EIGHTH ORDER OF BUSINESS **Adoption of District Goals & Objectives**

Mr. Flint stated new legislation requires CDDs to approve goals and objectives as well as performance measurements annually and report on those with the first report being December 1, 2025. The goals and objectives have to be approved by October 1, 2024. GMS has recommended some goals and objectives that meet the requirements of the new legislation.

> On MOTION by Mr. Struckmeyer, seconded by Mr. Cleary, with all in favor, the Adoption of District Goals & Objectives, was approved.

NINTH ORDER OF BUSINESS **Ratification of Series 2024 Requisitions #2 – #6**

Mr. Flint stated requisition #2 is to Pulte Home Company for $7,378, requisition #3 is to the District Engineer for $1,480, requisition #4 is to District Counsel for $4,505, requisition #5 is to District Counsel for $3,469.73, and requisition #6 is to the District Engineer is for $1,365. These

were all executed and the District Engineer submitted them to the Trustee for payment. He noted that they are asking the Board to ratify the requisitions.

> On MOTION by Mr. Struckmeyer, seconded by Mr. Cleary, with all in favor, Series 2024 Requisitions #2-#6, were ratified.

TENTH ORDER OF BUSINESS Staff Reports

A. Attorney

Mr. Dugan updated the Board on working toward a boundary amendment which is still in review with the county. Comments from staff are due back tomorrow. Once those are received, he will proceed with anything to petition and try to get on the county's calendar for approval. The other thing is the land acquisition for Phase 1. He is targeting a closing for tomorrow, working with the District Engineer and on the other side the closing agent for the land acquisition of the Phase 1 property. He submitted an acquisition to pay for the land acquisition to the bond Trustee. Once the paperwork is finalized, he will bring it back to the Board for ratification.

B. Engineer

Mr. Whitegon had nothing on the CDD boundary amendments, everything is taken care of there. He will continue to assist where needed.

C. District Manager's Report

i. Approval of Check Register

Mr. Flint reviewed the check register for $44,262.90. He asked for any questions on the check register, if not, looking for a motion to approve.

> On MOTION by Mr. Struckmeyer, seconded by Mr. Cleary, with all in favor, the Check Register totaling $44,262.90, was approved.

ii. Balance Sheet and Income Statement

Mr. Flint noted the unaudited financials through the end of July have been provided for review. There is no action required.

iii. Approval of Fiscal Year 2025 Meeting Schedule

Mr. Flint noted each year an annual meeting schedule has to be approved. This District usually meets on the fourth Wednesday at 11:30 a.m. at this location. The day and location will

stay the same, but the time will change to 2:00 p.m. The Board noted that they would like to cancel the December meeting.

> On MOTION by Mr. Struckmeyer, seconded by Mr. Cleary, with all in favor, the Fiscal Year 2025 Meeting Schedule Amending the Time to 2:00 p.m. and removing the December meeting, was approved.

D. Field Manager's Report

Mr. Smith presented the Field Manager's Report. He noted during the last storm, the volume of water that went into the inlets forced the grates off the stormwater structures inside the ponds. He noted he can send out a crew or asked if the Board had a site contractor that would do those things. Mr. Struckmeyer noted he is fine with Clayton taking care of it and maybe reaching out to Earth Works Environmental.

ELEVENTH ORDER OF BUSINESS Other Business

There being no other business, the next item followed.

TWELFTH ORDER OF BUSINESS Supervisors Requests

There being no comments, the next item followed.

THIRTEENTH ORDER OF BUSINESS Adjournment

> On MOTION by Mr. Struckmeyer, seconded by Mr. Cleary, with all in favor, the meeting was adjourned.

_____ _____

Secretary/Assistant Secretary Chairman/Vice Chairman

SECTION V

WINDSOR CAY COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2024
(ASSESSMENT AREA ONE PROJECT)

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Windsor Cay Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of April 1, 2024, as supplemented by that certain First Supplemental Trust Indenture dated as of April 1, 2024 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 7

(B) Identify Acquisition Agreement, if applicable;

(C) Name of Payee: Kutak Rock LLP

(D) Amount Payable: $900.00

(E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoice # 3411440 - Legal Construction for May 2024

(F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2024 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,

2. each disbursement set forth above is a proper charge against the Series 2024 Acquisition and Construction Account;

3. each disbursement set forth above was incurred in connection with the Cost of the Assessment Area One Project; and

4. each disbursement represents a Cost of Assessment Area One Project which has not previously been paid.

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

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

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested are on file with the District.

WINDSOR CAY COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Responsible Officer

Date: 9/3/24

CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR NON-OPERATING COSTS REQUESTS ONLY

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the Assessment Area One Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified.

_____
Consulting Engineer

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA
Telephone 404-222-4600
Facsimile 404-222-4654

Federal ID 47-0597598

June 27, 2024

Check Remit To:
Kutak Rock LLP
PO Box 30057
Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:
ABA #104000016
First National Bank of Omaha
Kutak Rock LLP
A/C # 24690470
Reference: Invoice No. 3411440
Client Matter No. 30423-3
Notification Email: eftgroup@kutakrock.com

Mr. George Flint
Windsor Cay CDD
c/o Governmental Management Services - Central Florida, LLC
219 East Livingston Street
Orlando, FL 32801

Invoice No. 3411440
30423-3

Re: Construction

For Professional Legal Services Rendered

05/09/24	R. Dugan	0.20	56.00	Correspondence with outside counsel regarding phase 1 land acquisition
05/09/24	T. Mackie	0.30	102.00	Conference regarding acquisition of real property
05/15/24	R. Dugan	0.50	140.00	Telephone conference and correspondence regarding beneficial interests letter regarding phase 1 land acquisition; preparation of same
05/15/24	T. Mackie	0.20	68.00	Conference regarding acquisition documents
05/22/24	T. Mackie	0.20	68.00	Review correspondence regarding acquisition of real property
05/24/24	R. Dugan	1.30	364.00	Review phase 1 land acquisition closing index and legal description; telephone conference and correspondence regarding same
05/24/24	T. Mackie	0.30	102.00	Conference regarding acquisition of real property and legal description associated with same
TOTAL HOURS		3.00		

TOTAL FOR SERVICES RENDERED		$900.00
TOTAL CURRENT AMOUNT DUE		$900.00
UNPAID INVOICES:		
December 22, 2023	Invoice No. 3328008	2,872.00
January 23, 2024	Invoice No. 3340853	364.00
May 23, 2024	Invoice No. 3395797	4,505.00
TOTAL DUE		$8,641.00

WINDSOR CAY COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2024
(ASSESSMENT AREA ONE PROJECT)

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Windsor Cay Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of April 1, 2024, as supplemented by that certain First Supplemental Trust Indenture dated as of April 1, 2024 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 8

(B) Identify Acquisition Agreement, if applicable;

(C) Name of Payee: Kutak Rock LLP

(D) Amount Payable: $730.00

(E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoice # 3425195 - Legal Construction for June 2024

(F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2024 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,

2. each disbursement set forth above is a proper charge against the Series 2024 Acquisition and Construction Account;

3. each disbursement set forth above was incurred in connection with the Cost of the Assessment Area One Project; and

4. each disbursement represents a Cost of Assessment Area One Project which has not previously been paid.

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

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

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested are on file with the District.

WINDSOR CAY COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Responsible Officer

Date: 9/3/24

CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR NON-OPERATING COSTS REQUESTS ONLY

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the Assessment Area One Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified.

_____
Consulting Engineer

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA
Telephone 404-222-4600
Facsimile 404-222-4654

Federal ID 47-0597598

July 25, 2024

Check Remit To:
Kutak Rock LLP
PO Box 30057
Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:
ABA #104000016
First National Bank of Omaha
Kutak Rock LLP
A/C # 24690470
Reference: Invoice No. 3425195
Client Matter No. 30423-3
Notification Email: eftgroup@kutakrock.com

Mr. George Flint
Windsor Cay CDD
c/o Governmental Management Services - Central Florida, LLC
219 East Livingston Street
Orlando, FL 32801

Invoice No. 3425195
30423-3

Re: Construction

For Professional Legal Services Rendered

06/07/24	R. Dugan	0.50	140.00	Prepare land acquisition documents; correspondence regarding same
06/12/24	R. Dugan	0.50	140.00	Telephone conference and correspondence regarding phases 3 and 4 construction progress
06/12/24	T. Mackie	0.50	170.00	Conference regarding acquisition of real property and review matters pertaining to same
06/13/24	R. Dugan	1.00	280.00	Review title commitment for phase 1 land acquisition; research Lake County records regarding same
TOTAL HOURS		2.50		

TOTAL FOR SERVICES RENDERED		$730.00
TOTAL CURRENT AMOUNT DUE		$730.00
UNPAID INVOICES:		
December 22, 2023	Invoice No. 3328008	2,872.00
January 23, 2024	Invoice No. 3340853	364.00
May 23, 2024	Invoice No. 3395797	4,505.00
June 27, 2024	Invoice No. 3411440	900.00
TOTAL DUE		$9,371.00

WINDSOR CAY COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2024
(ASSESSMENT AREA ONE PROJECT)

(Acquisition and Construction)

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(A) Requisition Number: 9

(B) Identify Acquisition Agreement, if applicable;

(C) Name of Payee: Pulte Home Company, LLC

(D) Amount Payable: $3,555.08

(E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Reimbursable Costs for O&M FR#16

(F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2024 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,

2. each disbursement set forth above is a proper charge against the Series 2024 Acquisition and Construction Account;

3. each disbursement set forth above was incurred in connection with the Cost of the Assessment Area One Project; and

4. each disbursement represents a Cost of Assessment Area One Project which has not previously been paid.

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

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

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested are on file with the District.

WINDSOR CAY COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Responsible Officer

Date: 9/3/24

CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR NON-OPERATING COSTS REQUESTS ONLY

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the Assessment Area One Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified.

_____
Consulting Engineer

Windsor Cay
Community Development District

Funding Request #16
December 6, 2023

Bill to:
Pulte Group

	Payee		Capital Project FY2024
1	**Kutak Rock LLP** Inv # 3313049 - Bond Validation - October 2023	$	3,555.08
	Total:	**$**	**3,555.08**

Please make check payable to:

Windsor Cay
Community Development District
6200 Lee Vista Blvd, Suite 300
Orlando, FL 32822

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA
Telephone 404-222-4600
Facsimile 404-222-4654

Federal ID 47-0597598

November 30, 2023

Check Remit To:
Kutak Rock LLP
PO Box 30057
Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:
ABA #104000016
First National Bank of Omaha
Kutak Rock LLP
A/C # 24690470
Reference: Invoice No. 3313049
Client Matter No. 30423-4
Notification Email: eftgroup@kutakrock.com

Mr. George Flint
Windsor Cay Community Development District
c/o Governmental Management Services - Central Florida, LLC
219 East Livingston Street
Orlando, FL 32801

Invoice No. 3313049
30423-4

Re: Validation

For Professional Legal Services Rendered

10/02/23	R. Dugan	0.60	159.00	Correspondence with state attorney; prepare for hearing
10/02/23	D. Wilbourn	0.50	80.00	Prepare for validation hearing
10/03/23	R. Dugan	1.00	265.00	Prepare for hearing; correspondence regarding same
10/05/23	R. Dugan	1.00	265.00	Telephone conference with witnesses for hearing preparation; correspondence regarding joint stipulation
10/05/23	D. Wilbourn	1.60	256.00	Prepare for validation hearing and communications in connection with same
10/09/23	R. Dugan	1.00	265.00	Prepare for hearing
10/09/23	D. Wilbourn	0.50	80.00	Prepare for validation hearing
10/10/23	R. Dugan	6.00	1,590.00	Travel to and attendance at hearing; correspondence regarding same

TOTAL HOURS 12.20

RECEIVED 12/01/23

TOTAL FOR SERVICES RENDERED			$2,960.00
DISBURSEMENTS			
Meals	11.35		
Travel Expenses	303.73		
Miscellaneous	280.00	VENDOR: HUSEBY GLOBAL LITIGATION; INVOICE#: 90028679; DATE: 10/30/2023 - Transcript of Hearing Held on October 10, 2023	
TOTAL DISBURSEMENTS			595.08
TOTAL CURRENT AMOUNT DUE			$3,555.08

WINDSOR CAY COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2024

(ASSESSMENT AREA ONE PROJECT)

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Windsor Cay Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of April 1, 2024, as supplemented by that certain First Supplemental Trust Indenture dated as of April 1, 2024 (collectively, the "Indenture") (except for terms defined herein, all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 10

(B) Identify Acquisition Agreement, if applicable: **Agreement by and between the Windsor Cay Community Development District and Pulte Home Company, LLC, Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property dated July 26, 2023 (the "Acquisition Agreement")**

(C) Name of Payee: **for the benefit of Pulte Home Company, LLC (See Attached Wiring Instructions)**

(D) Amount Payable: **$2,818,135.44**

(E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): **Acquisition of real property in Assessment Area One in the District pursuant to the Acquisition Agreement.**

(F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2024 Acquisition and Construction Account of the Acquisition and Construction Fund (the "Construction Account").

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,
2. each disbursement set forth above is a proper charge against the Construction Account;
3. each disbursement set forth above was incurred in connection with the Cost of the Assessment Area One Project; and
4. each disbursement represents a Cost of the Assessment Area One Project which has not previously been paid.

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

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

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested are on file with the District.

WINDSOR CAY COMMUNITY
DEVELOPMENT DISTRICT

By: _____

Responsible Officer , Aaron Struckmeyer

Date: 3/23/2024

[continued to next page]

CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR NON-OPERATING COSTS REQUESTS ONLY

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the Assessment Area One Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified.

Consulting Engineer , Bill Whitegon

From: **George Flint** gflint@gmscfl.com
Subject: Fwd: Windsor Cay CDD - Acquisition of Onsite Roads and Stormwater Improvements
Date: August 26, 2024 at 12:17 PM
To: Stacie Vanderbilt svanderbilt@gmscfl.com
Cc: Carol Wright cwright@gmscfl.com, Lisa Cruz lcruz@gmscfl.com

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for ratification on next agenda

Begin forwarded message:

From: "Dugan, Ryan J." <Ryan.Dugan@KutakRock.com>
Subject: **RE: Re: Windsor Cay CDD - Acquisition of Onsite Roads and Stormwater Improvements**
Date: August 23, 2024 at 4:24:37 PM EDT
To: "Schuhle, Scott A" <scott.schuhle@usbank.com>
Cc: "Mackie, Tucker" <Tucker.Mackie@KutakRock.com>, George Flint <gflint@gmscfl.com>, William Whitegon <wwhitegon@lja.com>, Aaron Struckmeyer <Aaron.Struckmeyer@pultegroup.com>

Scott, please attached the executed requisition form discussed in below email. Please review and confirm that it is in proper form. Also attached to the requisition are the wiring instructions for purposes of the closing which we would like to schedule for **Thursday August 29, 2024**. We are requesting that the trustee wire the funds on the scheduled closing date. Please confirm this date/timing is acceptable to U.S. Bank.

Thank you in advance!

Ryan J. Dugan
Associate

Kutak Rock LLP – Tallahassee
Ryan.Dugan@kutakrock.com
p: 850.692.7333 **m:** 850.228.8838

From: Schuhle, Scott A <scott.schuhle@usbank.com>
Sent: Friday, August 23, 2024 7:22 AM
To: Dugan, Ryan J. <Ryan.Dugan@KutakRock.com>; George Flint <gflint@gmscfl.com>
Cc: Mackie, Tucker <Tucker.Mackie@KutakRock.com>
Subject: RE: Re: Windsor Cay CDD - Acquisition of Onsite Roads and Stormwater Improvements

[CAUTION - EXTERNAL SENDER]

Good morning, Ryan. Presuming everything is in proper form, absolutely. I will be on the lookout for the request. Thanks.

Scott

Scott A. Schuhle
Vice President
p. 954.938.2476 | **c.** 954.829.5306 | scott.schuhle@usbank.com

U.S. Bank Global Corporate Trust
500 West Cypress Creek Road, Suite 460
Fort Lauderdale, Florida 33309

From: Dugan, Ryan J. <Ryan.Dugan@KutakRock.com>
Sent: Thursday, August 22, 2024 8:43 PM
To: Schuhle, Scott A <scott.schuhle@usbank.com>; George Flint <gflint@gmscfl.com>
Cc: Mackie, Tucker <Tucker.Mackie@KutakRock.com>
Subject: [EXTERNAL] RE: Re: Windsor Cay CDD - Acquisition of Onsite Roads and Stormwater Improvements

[WARNING] Use caution when opening attachments or links from unknown senders.

Scott, we should be able to get you the executed requisition tomorrow. Assuming that is the case, could we schedule the wire of bond funds and closing for Thursday August 29?

Ryan J. Dugan
Associate

Kutak Rock LLP – Tallahassee
Ryan.Dugan@kutakrock.com
p: 850.692.7333 **m:** 850.228.8838

From: Schuhle, Scott A <scott.schuhle@usbank.com>
Sent: Tuesday, July 30, 2024 4:43 PM
To: Dugan, Ryan J. <Ryan.Dugan@KutakRock.com>; George Flint <gflint@gmscfl.com>
Cc: Mackie, Tucker <Tucker.Mackie@KutakRock.com>
Subject: RE: Re: Windsor Cay CDD - Acquisition of Onsite Roads and Stormwater Improvements

[CAUTION - EXTERNAL SENDER]

Ryan,

Yes, that should be fine. With some advance notice of the request, there should be no issues processing the disbursement on a date certain. Please let me know if you need anything else.

Scott

Scott A. Schuhle
Vice President
p. 954.938.2476 | **c.** 954.829.5306 | scott.schuhle@usbank.com

U.S. Bank Global Corporate Trust
500 West Cypress Creek Road, Suite 460
Fort Lauderdale, Florida 33309

From: Dugan, Ryan J. <Ryan.Dugan@KutakRock.com>
Sent: Tuesday, July 30, 2024 4:27 PM
To: Schuhle, Scott A <scott.schuhle@usbank.com>; George Flint <gflint@gmscfl.com>
Cc: Mackie, Tucker <Tucker.Mackie@KutakRock.com>
Subject: [EXTERNAL] RE: Re: Windsor Cay CDD - Acquisition of Onsite Roads and Stormwater Improvements

[WARNING] Use caution when opening attachments or links from unknown senders.

Thanks, Scott. Just want to confirm that we would be able to schedule the wire after you receive the requisition? We would need to communicate this date to the closing agent to schedule the closing date.

Ryan J. Dugan
Associate

Kutak Rock LLP – Tallahassee
Ryan.Dugan@kutakrock.com
p: 850.692.7333 **m:** 850.228.8838

From: Schuhle, Scott A <scott.schuhle@usbank.com>
Sent: Tuesday, July 30, 2024 8:10 AM
To: George Flint <gflint@gmscfl.com>
Cc: Mackie, Tucker <Tucker.Mackie@KutakRock.com>; Dugan, Ryan J. <Ryan.Dugan@KutakRock.com>
Subject: RE: Re: Windsor Cay CDD - Acquisition of Onsite Roads and Stormwater Improvements

[CAUTION - EXTERNAL SENDER]

All,

Good morning. Presuming the requisition provided is in good order, we typically prefer one to two business days to process funding. With that consideration, timing similar to that which Ryan described below will certainly work. Please let me know if you need anything else.

Scott

Scott A. Schuhle
Vice President
p. 954.938.2476 | **c.** 954.829.5306 | scott.schuhle@usbank.com

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500 West Cypress Creek Road, Suite 460
Fort Lauderdale, Florida 33309

From: George Flint <gflint@gmscfl.com>
Sent: Monday, July 29, 2024 5:58 PM
To: Schuhle, Scott A <scott.schuhle@usbank.com>
Cc: Mackie, Tucker <Tucker.Mackie@KutakRock.com>; Ryan J. Dugan <Ryan.Dugan@KutakRock.com>
Subject: [EXTERNAL] Re: Windsor Cay CDD - Acquisition of Onsite Roads and Stormwater Improvements

[WARNING] Use caution when opening attachments or links from unknown senders.

Scott,

Please see question below from District Counsel. This is payment for a land acquisition so timing is an issue.

Thanks,

George

On Jul 29, 2024, at 5:32 PM, Dugan, Ryan J. <Ryan.Dugan@KutakRock.com> wrote:

George, attached is a requisition form for the phase 1 land closing for Windsor Cay CDD. We anticipate having all other acquisition documents out for execution tomorrow. We need bond funds sent to Pulte on the day of closing (or on hand in advance of closing. Can you find out from trustee the soonest they can process the requisition? For example, if we send them all executed documents on July 31, can we schedule the wire of funds and corresponding closing for a date certain like Aug 7?

Thank you,

Ryan J. Dugan
Associate

Kutak Rock LLP – Tallahassee
Ryan.Dugan@kutakrock.com
p: 850.692.7333 **m:** 850.228.8838

From: Dugan, Ryan J.
Sent: Monday, July 29, 2024 4:46 PM
To: Aaron Struckmeyer <Aaron.Struckmeyer@pultegroup.com>
Cc: Kristilee Chihos <KChihos@deanmead.com>; George Flint (gflint@gmscfl.com) <gflint@gmscfl.com>; Mackie, Tucker <Tucker.Mackie@KutakRock.com>
Subject: FW: Windsor Cay CDD - Acquisition of Onsite Roads and Stormwater Improvements

Aaron, wanted to keep you in the loop on some minor changes to the CDD land acquisition for phase 1. We are looking to close on July 31, and Kristilee will be circulating conveyance documents likely tomorrow. The amount the CDD will be paying as part of this closing ($2,818,135.44 from bond funds) is unchanged. An additional $967,259.03 in land value will be acquired by the CDD attributable to phase 3 and will be available for requisition for future bond funds when/if used. This is a slight decrease from the most recent numbers we circulated (around $2,000) due to rounding issues with the acreage of land being acquired.

Please let me know if you have any questions. We will be in touch regarding execution of necessary documents.

Thanks,

Ryan J. Dugan
Associate

Kutak Rock LLP – Tallahassee
Ryan.Dugan@kutakrock.com
p: 850.692.7333 **m:** 850.228.8838

From: Dugan, Ryan J.
Sent: Monday, July 29, 2024 2:26 PM
To: Kristilee Chihos <KChihos@deanmead.com>
Cc: William Whitegon <wwhitegon@lja.com>; dbarker@deanmead.com; George Flint (gflint@gmscfl.com) <gflint@gmscfl.com>; Bernard Sullivan <Bernard.Sullivan@PulteGroup.com>
Subject: FW: Windsor Cay CDD - Acquisition of Onsite Roads and Stormwater Improvements

Thanks, Kristilee. I'll give you a call to discuss, but please see attached for purposes of call.

Ryan J. Dugan
Associate
Kutak Rock LLP – Tallahassee
Ryan.Dugan@kutakrock.com
p: 850.692.7333 **m:** 850.228.8838

From: Kristilee Chihos <KChihos@deanmead.com>
Sent: Monday, July 29, 2024 12:39 PM
To: Dugan, Ryan J. <Ryan.Dugan@KutakRock.com>; William Whitegon <wwhitegon@lja.com>
Cc: Mackie, Tucker <Tucker.Mackie@KutakRock.com>; Bernard Sullivan <Bernard.Sullivan@pultegroup.com>; David P. Barker <dbarker@deanmead.com>; George Flint (gflint@gmscfl.com) <gflint@gmscfl.com>
Subject: RE: Windsor Cay CDD - Acquisition of Onsite Roads and Stormwater Improvements

[CAUTION - EXTERNAL SENDER]

Ryan,

I'm finishing up the drafts of the conveyance documents, however, I noticed a slight discrepancy in the acreage calculation for the valuation of the CDD parcels. The original acreage calculation for the CDD parcels was 53.30 acres, as shown below. However, Tract F and Tract H were removed from the conveyance, while the acreage of Tract Z1 was increased from 2.69 acres to 3.645 acres per the below note in the Developer Request Letter (3.645 acres should be rounded to 3.65 acres, as all other acreages were rounded to two decimal points in the Appraisal). Therefore, the new total acreage of the CDD parcels is 49.2 acres. Using the acquisition value of $77,005.82 per acre from the Engineer's Certificate The acquisition value from the Engineer's Certificate should not be used to calculate the acquisition price and is for illustrative purposes to show that the acquisition value is less than the both appraised value and cost basis], the total cost of the CDD parcels based on 49.2 acres should be $3,788,686.34. However, the Engineer's Certificate states that the total acreage of the CDD parcels is 49.191 acres, as shown below, which results in a lower total cost of $3,787,993.29.

Please confirm if the acreage of the CDD parcels should be 49.2 acres Yes, with a total acquisition cost of $3,788,686.34 No. If $2,818,135.44 is paid in cash at the upcoming conveyance, the remaining balance to be paid pursuant to the promissory note should be increased to $970,550.90. Acquisition value will be less than appraised value due to balance of bond funds available. Also, the amount in the promissory note is limited to proportionate share of appraised value attributable to phase 3 of the development

Snip of acreage calculation from Appraisal with updated calculations shown in red:
<image011.png>

Snip from Developer Request Letter:

<image012.png>

Snip from Engineer's Certificate:
<image013.png>

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Kristilee Chihos
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---

From: Dugan, Ryan J. <Ryan.Dugan@KutakRock.com>
Sent: Saturday, July 27, 2024 2:44 PM
To: William Whitegon <wwhitegon@lja.com>
Cc: Mackie, Tucker <Tucker.Mackie@KutakRock.com>; Bernard Sullivan <Bernard.Sullivan@pultegroup.com>; Kristilee Chihos <KChihos@deanmead.com>; David P. Barker <dbarker@deanmead.com>; George Flint (gflint@gmscfl.com) <gflint@gmscfl.com>
Subject: RE: Windsor Cay CDD - Acquisition of Onsite Roads and Stormwater Improvements

Kristilee, sorry I forgot to hit send on this email on Tuesday.

Thanks for your time earlier this week to discuss the CDD's acquisition of phase 1 land. To recap, we are tentatively planning on a closing on July 31, but you will confirm the date once you receive the updated title commitment.

Also, as discussed, if Pulte desires to utilize a promissory note to address the remaining value that is not being paid as part of this closing ($969,857.74), attached is a form that we've used in the past with other CDDs. Alternatively, this funding obligation can be addressed in the Developer Request Letter (re-attached here), but either method is fine from my perspective.

Ryan J. Dugan
Associate
Kutak Rock LLP – Tallahassee
Ryan.Dugan@kutakrock.com
p: 850.692.7333 **m:** 850.228.8838

From: Dugan, Ryan J.
Sent: Tuesday, July 23, 2024 11:48 AM
To: William Whitegon <wwhitegon@lja.com>
Cc: Mackie, Tucker <Tucker.Mackie@KutakRock.com>; Bernard Sullivan <Bernard.Sullivan@pultegroup.com>; Kristilee Chihos <KChihos@deanmead.com>; David P. Barker <dbarker@deanmead.com>
Subject: RE: Windsor Cay CDD - Acquisition of Onsite Roads and Stormwater Improvements

Bill, please see attached District Engineer's Certificate related to the CDD's acquisition of phase 1 lands. This follows the form of our prior improvement acquisitions. Please review and let me know if you have any questions. If none, please execute and return to this group via email at your earliest convenience.

Thank you,

Ryan J. Dugan
Associate
Kutak Rock LLP – Tallahassee
Ryan.Dugan@kutakrock.com
p: 850.692.7333 **m:** 850.228.8838

From: Dugan, Ryan J.
Sent: Tuesday, July 23, 2024 10:18 AM
To: Kristilee Chihos <KChihos@deanmead.com>; David P. Barker <dbarker@deanmead.com>
Cc: Mackie, Tucker <Tucker.Mackie@KutakRock.com>; Bernard Sullivan <Bernard.Sullivan@pultegroup.com>; William Whitegon <wwhitegon@lja.com>

Subject: RE: Windsor Cay CDD - Acquisition of Onsite Roads and Stormwater Improvements

Ryan J. Dugan
Associate
Kutak Rock LLP – Tallahassee
Ryan.Dugan@kutakrock.com
p: 850.692.7333 **m:** 850.228.8838

From: Kristilee Chihos <KChihos@deanmead.com>
Sent: Monday, July 22, 2024 8:07 PM
To: Dugan, Ryan J. <Ryan.Dugan@KutakRock.com>; David P. Barker <dbarker@deanmead.com>
Cc: Mackie, Tucker <Tucker.Mackie@KutakRock.com>; Bernard Sullivan <Bernard.Sullivan@pultegroup.com>; William Whitegon <wwhitegon@lja.com>
Subject: RE: Windsor Cay CDD - Acquisition of Onsite Roads and Stormwater Improvements

[CAUTION - EXTERNAL SENDER]

Ryan,

Good evening. Are you available any time tomorrow after 9:30am to discuss the Closing? I updated the list of Closing Documents and I'd like to confirm if it includes all necessary documents and CDD-specific provisions before I send over the documents. I'd also like to discuss the structure of the Purchase Price and extra payment for the future bond issuance.

Additionally, the Title Commitment is in the process of being updated, as the Commitment Date on the current version of the Title Commitment is 5/31/24. I'll forward you the updated version upon receipt.

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---

From: Dugan, Ryan J. <Ryan.Dugan@KutakRock.com>
Sent: Monday, July 22, 2024 9:04 AM
To: Kristilee Chihos <KChihos@deanmead.com>; David P. Barker <dbarker@deanmead.com>
Cc: Mackie, Tucker <Tucker.Mackie@KutakRock.com>; Bernard Sullivan <Bernard.Sullivan@pultegroup.com>; William Whitegon <wwhitegon@lja.com>
Subject: RE: Windsor Cay CDD - Acquisition of Onsite Roads and Stormwater Improvements

Good morning, Kristilee. Hope you had a good weekend. Following up on the below email to see if you had a chance to review or if you have any questions? Available most of today and tomorrow if you'd like to jump on a call. Thanks!

Thank you,

Ryan J. Dugan
Associate
Kutak Rock LLP – Tallahassee
Ryan.Dugan@kutakrock.com
p: 850.692.7333 **m:** 850.228.8838

From: Dugan, Ryan J.
Sent: Wednesday, July 10, 2024 1:23 PM
To: Kristilee Chihos <KChihos@deanmead.com>; David P. Barker <dbarker@deanmead.com>
Cc: Mackie, Tucker <Tucker.Mackie@KutakRock.com>; Bernard Sullivan <Bernard.Sullivan@pultegroup.com>; William Whitegon <wwhitegon@lja.com>
Subject: RE: Windsor Cay CDD - Acquisition of Onsite Roads and Stormwater Improvements

Kristilee, thank you for the below information. I left you a voicemail earlier today as this may be easier to talk through but I'm sending an email to summarize the issue. Give me a call back whenever you get a chance.

For purposes of this closing, the parties would like the net amount due from the CDD to Pulte to be $2,818,135.44. Additionally, the purchase price should also include an additional $969,857.74 which, although will not be paid to Pulte as part of this transaction, the parties intend to address this amount at a later date if/when additional bond proceeds are made available. Can you set the purchase price to accomplish this result? By my rough math, I think the purchase price would need to be $2,818,135.44 + $969,857.74 + closing costs. If helpful, attached is a document that is part of the CDD's acquisition process which describes the payment arrangement.

Regarding the amount distributed to Pulte being less than the purchase price, in similar situations in the past, the closing statement/schedule of disbursement included a note to reflect this arrangement. To the extent helpful, below is a draft note to be used for this transaction.

> Note – "At Closing, Grantee shall remit a portion of the purchase price equal to $2,818,135.44. The remaining balance (equal to $969,857.74) remains payable to the Grantor from proceeds of a future issuance of bonds by the Grantee, if and when available."

Look forward to hearing from you,

Ryan J. Dugan
Associate
Kutak Rock LLP – Tallahassee
Ryan.Dugan@kutakrock.com
m: 850.228.8838

From: Kristilee Chihos <KChihos@deanmead.com>
Sent: Tuesday, June 11, 2024 7:51 PM
To: Dugan, Ryan J. <Ryan.Dugan@KutakRock.com>; David P. Barker <dbarker@deanmead.com>
Cc: Mackie, Tucker <Tucker.Mackie@KutakRock.com>; Bernard Sullivan <Bernard.Sullivan@pultegroup.com>; William Whitegon <wwhitegon@lja.com>
Subject: RE: Windsor Cay CDD - Acquisition of Onsite Roads and Stormwater Improvements

[CAUTION - EXTERNAL SENDER]

Ryan,

Please see the attached Title Commitment for the CDD Tracts.

The Owner's Policy premium for a Purchase Price of $2,818,135.44 would be $9,620.50 (excluding any requested endorsements) and the documentary stamp taxes would be $19,727.40.

The Owner's Policy premium for a Purchase Price of $3,787,993.18 would be $12,045.00 and the documentary stamp taxes would be $26,516.00.

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From: Dugan, Ryan J. <Ryan.Dugan@KutakRock.com>
Sent: Friday, June 7, 2024 5:01 PM
To: Kristilee Chihos <KChihos@deanmead.com>; David P. Barker <dbarker@deanmead.com>
Cc: Mackie, Tucker <Tucker.Mackie@KutakRock.com>; Bernard Sullivan <Bernard.Sullivan@pultegroup.com>; William Whitegon <wwhitegon@lja.com>
Subject: RE: Windsor Cay CDD - Acquisition of Onsite Roads and Stormwater Improvements

Kristilee, can you tell me what the difference in the amount of closing costs/doc stamp taxes owed by the Grantor/Pulte would be if the purchase price was $3,787,993.18 instead of $2,818,135.44?

Ryan J. Dugan
Associate
Kutak Rock LLP – Tallahassee
Ryan.Dugan@kutakrock.com
p: 850.692.7333 **m:** 850.228.8838

From: Dugan, Ryan J.
Sent: Friday, May 24, 2024 2:02 PM
To: Kristilee Chihos <KChihos@deanmead.com>; David P. Barker <dbarker@deanmead.com>
Cc: Mackie, Tucker <Tucker.Mackie@KutakRock.com>; Bernard Sullivan <Bernard.Sullivan@pultegroup.com>; William Whitegon <wwhitegon@lja.com>
Subject: RE: Windsor Cay CDD - Acquisition of Onsite Roads and Stormwater Improvements

Thanks, Kristilee. Please remove Tracts F and H. No update to purchase price. Also, please see attached item 8 on the closing index which was received by the District.

Let me know if you need anything else.

Ryan J. Dugan
Associate
Kutak Rock LLP – Tallahassee
Ryan.Dugan@kutakrock.com
p: 850.692.7333 **m:** 850.228.8838

From: Kristilee Chihos <KChihos@deanmead.com>
Sent: Wednesday, May 22, 2024 9:23 PM
To: David P. Barker <dbarker@deanmead.com>; Dugan, Ryan J. <Ryan.Dugan@KutakRock.com>
Cc: Mackie, Tucker <Tucker.Mackie@KutakRock.com>; Bernard Sullivan <Bernard.Sullivan@pultegroup.com>; William Whitegon <wwhitegon@lja.com>
Subject: RE: Windsor Cay CDD - Acquisition of Onsite Roads and Stormwater Improvements

[CAUTION - EXTERNAL SENDER]

Ryan,

Attached is a list of proposed Closing Documents for your review. Also attached is the preliminary legal description of the CDD parcel.

Tracts F and H are currently highlighted in the attached legal description of the CDD parcel. These two Tracts were included on the aerial description of the CDD parcel and on the list of CDD Tracts appraised in the appraisal report, as shown below. However, as shown on the below snip of the Plat, Tract F was dedicated to the Association and Tract H was retained by Pulte for future development. The third snip shown below is an overlay of the Plat and the aerial of the CDD parcel. As shown on the overlay, Tract H and the five areas labeled as Tract F were included within the boundaries of the CDD parcel.

Please confirm whether Tracts F and H should be removed from the CDD parcel, and if so, please provide the amount of the updated Purchase Price based on their removal.

Snip of CDD parcels included in appraisal:
<image003.png>

Snip from Plat showing dedication of Tracts F and H:
<image004.png>

Snip of aerial overlay:
<image005.png>

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Kristilee Chihos
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From: David P. Barker <dbarker@deanmead.com>
Sent: Wednesday, May 22, 2024 11:47 AM
To: Dugan, Ryan J. <ryan.dugan@kutakrock.com>
Cc: Mackie, Tucker <tucker.mackie@kutakrock.com>; Bernard Sullivan <Bernard.Sullivan@pultegroup.com>; William Whitegon <wwhitegon@lja.com>; Kristilee Chihos <KChihos@deanmead.com>
Subject: Re: Windsor Cay CDD - Acquisition of Onsite Roads and Stormwater Improvements

Kristilee was handling this for us
She's copied and can provide an update
Sent from my iPhone

On May 22, 2024, at 11:15 AM, Dugan, Ryan J. <ryan.dugan@kutakrock.com> wrote:

Hi, David. Following up on below email chain to check in on real estate closing from Pulte to CDD for phase 1 lands. Do you need anything from the CDD or Pulte? Do you have an estimated closing date?

Thanks!

Ryan J. Dugan
Associate
Kutak Rock LLP – Tallahassee
Ryan.Dugan@kutakrock.com
p: 850.692.7333 **m:** 850.228.8838

From: David P. Barker <dbarker@deanmead.com>
Sent: Thursday, May 9, 2024 11:45 AM
To: Dugan, Ryan J. <Ryan.Dugan@KutakRock.com>
Cc: Mackie, Tucker <Tucker.Mackie@KutakRock.com>; Bernard Sullivan <Bernard.Sullivan@PulteGroup.com>; William Whitegon <wwhitegon@lja.com>
Subject: RE: Windsor Cay CDD - Acquisition of Onsite Roads and Stormwater Improvements

[CAUTION - EXTERNAL SENDER]

Got it
Thanks for sending

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David P Barker
Board Certified Real Estate Attorney
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---

From: Dugan, Ryan J. <Ryan.Dugan@KutakRock.com>
Sent: Thursday, May 9, 2024 11:35 AM
To: David P. Barker <dbarker@deanmead.com>
Cc: Mackie, Tucker <Tucker.Mackie@KutakRock.com>; Bernard Sullivan <Bernard.Sullivan@PulteGroup.com>; William Whitegon <wwhitegon@lja.com>
Subject: RE: Windsor Cay CDD - Acquisition of Onsite Roads and Stormwater Improvements

Dave, one point I'd like to clarify is that the CDD will be acquiring all of tract Z1. The appraisal report references 2.69 acres as the size of tract Z1, but that is only the portion located within the CDD boundaries. The full acreage of tract Z1 is 3.645 acres. Wanted to clarify for purposes of preparing the legal description.

Thanks and let me know if you have any questions.

Ryan J. Dugan
Associate
Kutak Rock LLP – Tallahassee
Ryan.Dugan@kutakrock.com
p: 850.692.7333 **m:** 850.228.8838

From: Dugan, Ryan J.
Sent: Thursday, May 9, 2024 11:22 AM
To: David P. Barker <dbarker@deanmead.com>
Cc: Mackie, Tucker <Tucker.Mackie@KutakRock.com>
Subject: RE: Windsor Cay CDD - Acquisition of Onsite Roads and Stormwater Improvements

Sounds good, thanks Dave! Per your request, see attached an example closing package from a CDD land acquisition. Different developer/CDD but can give you a sense of how another firm handled the closing. Let me know if you have any questions.

Ryan J. Dugan
Associate
Kutak Rock LLP – Tallahassee
Ryan.Dugan@kutakrock.com
p: 850.692.7333 **m:** 850.228.8838

From: David P. Barker <dbarker@deanmead.com>
Sent: Thursday, May 9, 2024 8:27 AM
To: Dugan, Ryan J. <Ryan.Dugan@KutakRock.com>
Cc: Kathleen Hugo <khugo@deanmead.com>; Kristilee Chihos <KChihos@deanmead.com>; George Flint (gflint@gmscfl.com) <gflint@gmscfl.com>; mvirgen@gmscfl.com; Mackie, Tucker <Tucker.Mackie@KutakRock.com>; Wilbourn, David G. <David.Wilbourn@KutakRock.com>; Bernard Sullivan <Bernard.Sullivan@PulteGroup.com>
Subject: RE: Windsor Cay CDD - Acquisition of Onsite Roads and Stormwater Improvements

[CAUTION - EXTERNAL SENDER]

We can prep the deed

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---

From: Dugan, Ryan J. <Ryan.Dugan@KutakRock.com>
Sent: Wednesday, May 8, 2024 9:39 PM
To: David P. Barker <dbarker@deanmead.com>
Cc: Kathleen Hugo <khugo@deanmead.com>; Kristilee Chihos <KChihos@deanmead.com>; George Flint (gflint@gmscfl.com) <gflint@gmscfl.com>; mvirgen@gmscfl.com; Mackie, Tucker <Tucker.Mackie@KutakRock.com>; Wilbourn, David G. <David.Wilbourn@KutakRock.com>; Bernard Sullivan <Bernard.Sullivan@PulteGroup.com>
Subject: FW: Windsor Cay CDD - Acquisition of Onsite Roads and Stormwater Improvements

Dave, thanks for taking my call earlier today. As discussed, attached is the appraisal report which identifies the 13 tracts in phase 1 that the CDD is purchasing for value from Pulte. Thank you for confirming that a 30 day closing timeframe is reasonable and we can expect to close on this transaction before the end of June. As far as closing documents, I will send you an example we've used for another CDD, but essentially we are flexible on the documents and form of documents needed to complete the transaction with 1-2 exceptions. Attached is one document that we would need included in the closing (Affidavit of Costs) which is intended to satisfy the requirements of the acquisition agreement (attached). For the deed, we can prepare a special warranty deed and send to you, but also open to using your form if easier. Let me know your preference.

The anticipated acquisition price for the 13 tracts is $2,818,395.77.

Please let me know if you need anything further at this time. If not, I will touch base again with you on May 20 to check in on progress.

Thank you,

Ryan J. Dugan
Associate

Kutak Rock LLP – Tallahassee
Ryan.Dugan@kutakrock.com
p: 850.692.7333 **m:** 850.228.8838

From: Dugan, Ryan J.
Sent: Tuesday, April 30, 2024 11:22 AM
To: David P. Barker <dbarker@deanmead.com>; Kathleen Hugo <khugo@deanmead.com>; Kristilee Chihos <KChihos@deanmead.com>
Cc: George Flint (gflint@gmscfl.com) <gflint@gmscfl.com>; mvirgen@gmscfl.com; Mackie, Tucker <Tucker.Mackie@KutakRock.com>; Wilbourn, David G. <David.Wilbourn@KutakRock.com>; Bernard Sullivan <Bernard.Sullivan@PulteGroup.com>
Subject: RE: Windsor Cay CDD - Acquisition of Onsite Roads and Stormwater Improvements

Dave,

I just left a voicemail but following up with email if easier to respond. See attached the appraisal report mentioned in the below email. Also, do you have a rough estimate for a real estate closing date for the subject land sale from Pulte to the CDD? Assuming the Board is in position to acquire the land as of May 2, do you have a ballpark estimate on when we could expect to close?

Thanks in advance and available on my cell to discuss if helpful. 850-228-8838

Ryan J. Dugan
Associate

Kutak Rock LLP – Tallahassee
Ryan.Dugan@kutakrock.com
p: 850.692.7333 **m:** 850.228.8838

From: Dugan, Ryan J.
Sent: Wednesday, April 17, 2024 8:59 PM
To: David P. Barker <dbarker@deanmead.com>; Kathleen Hugo <khugo@deanmead.com>; Kristilee Chihos <KChihos@deanmead.com>
Cc: George Flint (gflint@gmscfl.com) <gflint@gmscfl.com>; mvirgen@gmscfl.com; Mackie, Tucker <Tucker.Mackie@KutakRock.com>; Wilbourn, David G. <David.Wilbourn@KutakRock.com>; Bernard Sullivan <Bernard.Sullivan@PulteGroup.com>
Subject: RE: Windsor Cay CDD - Acquisition of Onsite Roads and Stormwater Improvements

Thank you for the introduction, Bernie.

David, thank you for your help with this matter. Tucker and I are available to discuss at your convenience, but I'll give a brief overview in this email.

Essentially, Pulte is selling to the CDD a portion of real property which was previously conveyed to Pulte in the attached deed. The CDD is acquiring the real property pursuant to the attached Acquisition Agreement (see section 4). As you can see, the amount the CDD can pay is limited to the lesser of Pulte's cost basis in the real property or the appraised value. The CDD has ordered an appraisal of the subject real property (approximately 50 acres out of the 145) and will be reviewing the appraisal report during its May 1 board meeting. After May 2nd, the CDD will be in a position to acquire the real property with bond proceeds. We can provide the specific tracts being acquired and any other information you need for purposes of this process.

Thank you again and please let me know if you have any questions or if you'd like to schedule a call to discuss further.

Ryan J. Dugan
Associate

Kutak Rock LLP – Tallahassee
Ryan.Dugan@kutakrock.com
p: 850.692.7333 **m:** 850.228.8838

From: David P. Barker <dbarker@deanmead.com>
Sent: Wednesday, April 17, 2024 5:42 PM
To: Bernard Sullivan <Bernard.Sullivan@PulteGroup.com>; Kathleen Hugo <khugo@deanmead.com>; Kristilee Chihos <KChihos@deanmead.com>
Cc: George Flint (gflint@gmscfl.com) <gflint@gmscfl.com>; mvirgen@gmscfl.com; Mackie, Tucker <Tucker.Mackie@KutakRock.com>; Wilbourn, David G. <David.Wilbourn@KutakRock.com>; Eric Baker <Eric.Baker@Pulte.com>; Dugan, Ryan J. <Ryan.Dugan@KutakRock.com>; Aaron Struckmeyer <Aaron.Struckmeyer@PulteGroup.com>
Subject: RE: Windsor Cay CDD - Acquisition of Onsite Roads and Stormwater Improvements

[CAUTION - EXTERNAL SENDER]

Will do!

www.deanmead.com

David P Barker
Board Certified Real Estate Attorney
dbarker@deanmead.com
O: 407-841-1200 F: 407-423-1831 D: 407-428-5118
Dean, Mead, Egerton, Bloodworth, Capouano & Bozarth, P.A.
420 S. Orange Avenue, Suite 700, Orlando, FL 32801
Fort Pierce | Naples | Orlando | Vero Beach | Viera/Melbourne

---

From: Bernard Sullivan <Bernard.Sullivan@PulteGroup.com>
Sent: Wednesday, April 17, 2024 4:39 PM
To: David P. Barker <dbarker@deanmead.com>; Kathleen Hugo <khugo@deanmead.com>; Kristilee Chihos <KChihos@deanmead.com>
Cc: George Flint (gflint@gmscfl.com) <gflint@gmscfl.com>; mvirgen@gmscfl.com; Mackie, Tucker <Tucker.Mackie@KutakRock.com>; Wilbourn, David G. <David.Wilbourn@KutakRock.com>; Eric Baker <Eric.Baker@Pulte.com>; Dugan, Ryan J. <Ryan.Dugan@KutakRock.com>; Aaron Struckmeyer <Aaron.Struckmeyer@PulteGroup.com>
Subject: Windsor Cay CDD - Acquisition of Onsite Roads and Stormwater Improvements

Hello,

Hope you're doing well. We need your assistance with our upcoming closing on the Windsor Cay CDD improvements.

Please coordinate with Tucker and Ryan from Kutak Rock; let us know what you need from our end to expedite the process.

Thank you for your assistance.

David P Barker
Board Certified Real Estate Attorney
dbarker@deanmead.com
O: 407-841-1200 F: 407-423-1831 D: 407-428-5118
Dean, Mead, Egerton, Bloodworth, Capouano & Bozarth, P.A.
420 S. Orange Avenue, Suite 700, Orlando, FL 32801
Fort Pierce | Naples | Orlando | Vero Beach | Viera/Melbourne

Bernard Sullivan
Land Project Manager
Central Florida Division
Cell: 407-967-5564
<image010.jpg>

<Acquisition and Construction Requisition - Windsor Cay.docx>

George S. Flint
Vice-President
Governmental Management Services -
Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801
Tel: (407) 841-5524
Cell: (407) 242-0501
Fax: (407) 839-1526
email: gflint@gmscfl.com

U.S. BANCORP made the following annotations

Electronic Privacy Notice. This e-mail, and any attachments, contains information that is, or may be, covered by electronic communications privacy laws, and is also confidential and proprietary in nature. If you are not the intended recipient, please be advised that you are legally prohibited from retaining, using, copying, distributing, or otherwise disclosing this information in any manner. Instead, please reply to the sender that you have received this communication in error, and then immediately delete it. Thank you in advance for your cooperation.

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U.S. BANCORP made the following annotations

Electronic Privacy Notice. This e-mail, and any attachments, contains information that is, or may be, covered by electronic communications privacy laws, and is also confidential and proprietary in nature. If you are not the intended recipient, please be advised that you are legally prohibited from retaining, using, copying, distributing, or otherwise disclosing this information in any manner. Instead, please reply to the sender that you have received this communication in error, and then immediately delete it. Thank you in advance for your cooperation.

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EXECUTED - Winds...nd.pdf
649 KB

George S. Flint
Vice-President
Governmental Management Services - Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801
Tel: (407) 841-5524
Cell: (407) 242-0501
Fax: (407) 839-1526
email: gflint@gmscfl.com

WINDSOR CAY COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2024
(ASSESSMENT AREA ONE PROJECT)

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Windsor Cay Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of April 1, 2024, as supplemented by that certain First Supplemental Trust Indenture dated as of April 1, 2024 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 11

(B) Identify Acquisition Agreement, if applicable;

(C) Name of Payee: Kutak Rock LLP

(D) Amount Payable: $2,903.00

(E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoice # 3439535 - Legal Construction for July 2024

(F) Fund or Account and subaccount, if any, from which disbursement to be made: *Series 2024 Acquisition and Construction Account of the Acquisition and Construction Fund.*

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,

2. each disbursement set forth above is a proper charge against the Series 2024 Acquisition and Construction Account;

3. each disbursement set forth above was incurred in connection with the Cost of the Assessment Area One Project; and

4. each disbursement represents a Cost of Assessment Area One Project which has not previously been paid.

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

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

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested are on file with the District.

WINDSOR CAY COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Responsible Officer

Date: 9-24-24

CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR NON-OPERATING COSTS REQUESTS ONLY

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the Assessment Area One Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified.

_____
Consulting Engineer

K U T A K R O C K L L P

TALLAHASSEE, FLORIDA
Telephone 404-222-4600
Facsimile 404-222-4654

Federal ID 47-0597598

Check Remit To:
Kutak Rock LLP
PO Box 30057
Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:
ABA #104000016
First National Bank of Omaha
Kutak Rock LLP
A/C # 24690470
Reference: Invoice No. 3439535
Client Matter No. 30423-3
Notification Email: eftgroup@kutakrock.com

August 28, 2024

Mr. George Flint
Windsor Cay CDD
c/o Governmental Management Services - Central Florida, LLC
219 East Livingston Street
Orlando, FL 32801

Invoice No. 3439535
30423-3

Re: Construction

For Professional Legal Services Rendered

07/09/24	R. Dugan	0.50	140.00	Prepare phase 1 land acquisition documents; correspondence regarding same
07/09/24	T. Mackie	0.40	136.00	Prepare land purchase documents
07/10/24	R. Dugan	1.00	280.00	Prepare phase 1 land acquisition documents; telephone conference and correspondence regarding same
07/10/24	T. Mackie	0.60	204.00	Review correspondence regarding real property acquisition
07/22/24	R. Dugan	0.10	28.00	Correspondence regarding phase 1 real property acquisition
07/23/24	R. Dugan	1.70	476.00	Telephone conference and correspondence regarding phase 1 land acquisition; prepare closing documents regarding same
07/23/24	T. Mackie	0.70	238.00	Conference with Chihos regarding calculation of closing statement amounts
07/27/24	R. Dugan	0.10	28.00	Correspondence regarding phase 1 land acquisition

07/29/24	R. Dugan	1.10	308.00	Telephone conference and correspondence regarding phase 1 land acquisition; prepare closing documents regarding same
07/29/24	T. Mackie	0.40	136.00	Conference regarding matters pertaining to real property acquisition
07/30/24	R. Dugan	2.00	560.00	Review closing documents regarding real property acquisition; research property taxes proration and section 196.295, F.S.; telephone conference and correspondence regarding same
07/30/24	T. Mackie	0.60	204.00	Conference regarding closing statement and calculation of taxes owed in connection with property acquisition
07/30/24	S. Sandy	0.20	63.00	Confer with Dugan regarding real property closing
07/31/24	T. Mackie	0.30	102.00	Conference regarding calculation of taxes in connection with real property acquisition

TOTAL HOURS 9.70

TOTAL FOR SERVICES RENDERED $2,903.00

TOTAL CURRENT AMOUNT DUE $2,903.00

UNPAID INVOICES:

June 27, 2024	Invoice No. 3411440	900.00
July 25, 2024	Invoice No. 3425195	730.00

TOTAL DUE $4,533.00

WINDSOR CAY COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2024
(ASSESSMENT AREA ONE PROJECT)

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Windsor Cay Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of April 1, 2024, as supplemented by that certain First Supplemental Trust Indenture dated as of April 1, 2024 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 12

(B) Identify Acquisition Agreement, if applicable;

(C) Name of Payee: Kutak Rock LLP

(D) Amount Payable: $840.00

(E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoice # 3454383 - Construction Services for Aug 2024

(F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2024 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,

2. each disbursement set forth above is a proper charge against the Series 2024 Acquisition and Construction Account;

3. each disbursement set forth above was incurred in connection with the Cost of the Assessment Area One Project; and

4. each disbursement represents a Cost of Assessment Area One Project which has not previously been paid.

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

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

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested are on file with the District.

WINDSOR CAY COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Responsible Officer

Date: 10-4-24

CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR NON-OPERATING COSTS REQUESTS ONLY

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the Assessment Area One Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified.

_____
Consulting Engineer

K U T A K R O C K L L P

TALLAHASSEE, FLORIDA
Telephone 404-222-4600
Facsimile 404-222-4654

Federal ID 47-0597598

Check Remit To:
Kutak Rock LLP
PO Box 30057
Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:
ABA #104000016
First National Bank of Omaha
Kutak Rock LLP
A/C # 24690470
Reference: Invoice No. 3454383
Client Matter No. 30423-3
Notification Email: eftgroup@kutakrock.com

September 27, 2024

Mr. George Flint
Windsor Cay CDD
c/o Governmental Management Services - Central Florida, LLC
219 East Livingston Street
Orlando, FL 32801

Invoice No. 3454383
30423-3

Re: Construction

For Professional Legal Services Rendered

08/01/24	R. Dugan	0.50	140.00	Telephone conference and correspondence regarding land acquisition; prepare closing documents regarding same
08/05/24	R. Dugan	0.50	140.00	Prepare land acquisition documents
08/20/24	R. Dugan	0.20	56.00	Correspondence regarding execution of closing documents
08/23/24	R. Dugan	1.50	420.00	Prepare phase 1 land acquisition closing documents and requisition documents for execution; telephone conferences and correspondence regarding same
08/28/24	R. Dugan	0.30	84.00	Correspondence regarding closing and requisition for phase 1 land acquisition

TOTAL HOURS 3.00

TOTAL FOR SERVICES RENDERED $840.00

TOTAL CURRENT AMOUNT DUE $840.00

WINDSOR CAY COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2024
(ASSESSMENT AREA ONE PROJECT)

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Windsor Cay Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of April 1, 2024, as supplemented by that certain First Supplemental Trust Indenture dated as of April 1, 2024 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 13

(B) Identify Acquisition Agreement, if applicable;

(C) Name of Payee: Disclosure Technology Services, LLC

(D) Amount Payable: $2,500.00

(E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoice # 1326 - DTS MUNI - CDA SaaA subscription

(F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2024 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,

2. each disbursement set forth above is a proper charge against the Series 2024 Acquisition and Construction Account;

3. each disbursement set forth above was incurred in connection with the Cost of the Assessment Area One Project; and

4. each disbursement represents a Cost of Assessment Area One Project which has not previously been paid.

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

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

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested are on file with the District.

WINDSOR CAY COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Responsible Officer

Date: 11-7-24

CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR NON-OPERATING COSTS REQUESTS ONLY

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the Assessment Area One Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified.

_____
Consulting Engineer

DISCLOSURE TECHNOLOGY SERVICES, LLC

PO Box 812681
Boca Raton, FL 33481 US
+1 3059034654
accounting@dtsmuni.com

INVOICE

BILL TO
GMSCF, LLC
CDD:
Windsor Cay Community Development District

INVOICE 1326
DATE 10/14/2024

BOND SERIES	.	..
Special Assessment Bonds	2024	Assessment Area One Project

DESCRIPTION	AMOUNT
DTS MUNI – CDA SaaS, 1 Year Subscription	2,500.00

Wire: City National Bank of Florida
ABA/Routing- 066004367
Account #- 30000615862
Account Name-Disclosure Technology Services LLC

Checks: Disclosure Technology Services, LLC
PO Box 812681
Boca Raton, FL 33481

License Fee for FY 24/25

BALANCE DUE **$2,500.00**

WINDSOR CAY COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2024
(ASSESSMENT AREA ONE PROJECT)

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Windsor Cay Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of April 1, 2024, as supplemented by that certain First Supplemental Trust Indenture dated as of April 1, 2024 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 14

(B) Identify Acquisition Agreement, if applicable;

(C) Name of Payee: Donald W McIntosh Associates Inc.

(D) Amount Payable: $154.30

(E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoice # 46328 - Capital Infrastructure Consultation for Sept 2024

(F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2024 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,

2. each disbursement set forth above is a proper charge against the Series 2024 Acquisition and Construction Account;

3. each disbursement set forth above was incurred in connection with the Cost of the Assessment Area One Project; and

4. each disbursement represents a Cost of Assessment Area One Project which has not previously been paid.

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

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

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested are on file with the District.

WINDSOR CAY COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Responsible Officer

Date: 11-7-24

CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR NON-OPERATING COSTS REQUESTS ONLY

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the Assessment Area One Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified.

_____
Consulting Engineer

Donald W McIntosh Associates Inc.
1950 Summit Park Drive
6th Floor
Orlando, FL 32810
(407) 644-4068

Windsor Cay CDD
Attn: District Manager
219 East Livingston Street
Orlando, FL 32801

Invoice number 46328
Date 10/11/2024

Project **23562 Windsor Cay CDD**

For Period Through September 27, 2024

Invoice Summary

Description	Current Billed
Capital infrastructure consultation	140.00
Reimbursable Expenses - Capital infrastructure	14.30
Total	154.30

Professional Fee Detail

	Hours	Rate	Billed Amount
Project Manager Assistant	0.50	85.00	42.50
Engineer I	0.75	130.00	97.50
Professional Fee Detail subtotal	1.25		140.00

Reimbursable Expenses

	Units	Rate	Billed Amount
Postage, Shipping & Delivery			14.30

Invoice total **154.30**

Invoice Supporting Detail

23562 Windsor Cay CDD

002 Capital infrastructure consultation

Phase Status: Active

Billing Cutoff: 09/27/2024

	Date	Units	Rate	Amount
Labor WIP Status: Billable				
Project Manager Assistant				
Barbra M. Demmer				
Time Per Contract	08/24/2024	0.50	85.00	42.50
Assist w/processing requisition and certificate of engineer docs.				
Subtotal		**0.50**		**42.50**
Engineer I				
Sean P. Jess				
Time Per Contract	05/19/2024	-2.75	130.00	-357.50
Pulte Crosland Escrow Final Drawdown Cost Estimate Update - 3/20/2024 (miskeyed original input)				
Time Per Contract	09/19/2024	3.50	130.00	455.00
Assessment Area No. 1 Landscape Acquisition Cost Estimate - 3.5 hours				
Subtotal		**0.75**		**97.50**
Labor total		**1.25**		**140.00**

999 Reimbursable Expenses - Capital infrastructure

Phase Status: Active

Billing Cutoff: 09/27/2024

	Date	Units	Rate	Amount
Expense WIP Status: Billable				
UPS (CC)				
Postage, Shipping & Delivery	05/04/2024			14.30
Subtotal				**14.30**
Expense total				**14.30**

SECTION VI

Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road ▪ Suite 280
Boca Raton, Florida 33431
(561) 994-9299 ▪ (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

September 9, 2024

Board of Supervisors
Windsor Cay Community Development District
219 East Livingston Street
Orlando, Florida 32801

We are pleased to confirm our understanding of the services we are to provide Windsor Cay Community Development District, Lake County, Florida ("the District") for the fiscal year ended September 30, 2024. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Windsor Cay Community Development District as of and for the fiscal year ended September 30, 2024. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2024 audit.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis

2) Budgetary comparison schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

1) Compliance with FL Statute 218.39 (3) (c)

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

Other Services

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Furthermore, Grau & Associates agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Auditor acknowledges that the designated public records custodian for the District is the District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Grau & Associates 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 Auditor 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 Grau & Associate'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 Grau & Associates, Grau & Associates 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 GRAU & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT: C/O GOVERNMENTAL MANAGEMENT SERVICES – CENTRAL FLORIDA LLC, 219 EAST LIVINGSTON STREET ORLANDO, FLORIDA 32801, OR RECORDREQUEST@GMSCFL.COM, PH: (407) 841-5524.

Our fee for these services will not exceed $4,800 for the September 30, 2024 audit, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued. This agreement is automatically renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

We will complete the audit within prescribed statutory deadlines, which requires the District to submit its annual audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of 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 Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2022 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Windsor Cay Community Development District and believe this letter accurately summarizes the terms of our engagement and, with any addendum, if applicable, is the complete and exclusive statement of the agreement between Grau & Associates and the District with respect to the terms of the engagement between the parties. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates

Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Windsor Cay Community Development District.

By: _____

Title: District Manager

Date: 9/23/24

FICPA
Florida Institute of Certified Public Accountants

FICPA Peer Review Program
Administered in Florida
by The Florida Institute of CPAs

AICPA
Peer Review Program

AICPA Peer Review Program
Administered in Florida
by the Florida Institute of CPAs

March 17, 2023

Antonio Grau
Grau & Associates
951 Yamato Rd Ste 280
Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114 **Review Number: 594791**

SECTION VII

SECTION B

SECTION 1

McIntosh Associates
an LJA company

407.644.4068
1950 Summit Park Drive, Suite 600
Orlando, FL 32810
www.dwma.com

September 6, 2024

Windsor Cay Community Development District
c/o Governmental Management Services – Central Florida
219 East Livingston Street
Orlando, FL 32801

Subject: Windsor Cay Community Development District
Public Facilities Report 2024
McIntosh Job No. 23562 (003)

Dear Chairman, Board of Supervisors:

Pursuant to your request, McIntosh Associates (McIntosh) is pleased to submit for your consideration this work authorization to provide professional engineering services to the Windsor Cay Community Development District ("DISTRICT") for preparation of a Public Facilities Report 2024 ("Project"). The scope of this proposal includes Services related to preparation of a Public Facilities Report for the DISTRICT meeting the requirements of Section 189.08 Florida Statutes. McIntosh agrees to provide the following Basic Services for the itemized fees and expenses set forth below, subject to this work authorization and its Attachments, which are incorporated herein by reference. The Attachments consist of Basis of Proposal and Client Responsibilities. McIntosh will provide these services pursuant to our current agreement with the DISTRICT dated April 1, 2023 ("Engineering Agreement"), as follows:

I. Scope of Work

The DISTRICT will engage the services McIntosh, as Engineer to perform the following services:

A. PUBLIC FACILITIES REPORT PREPARATION – McIntosh will prepare a Public Facilities Report for the DISTRICT meeting the requirements of Section 189.08 Florida Statutes for submittal to Lake County.

FEE SCHEDULE

Contract Item	Billing Item	Description	Fee
A.	003	Public Facilities Report 2024	$7,500.00

II. Fees

The DISTRICT will compensate McIntosh pursuant to the hourly rate schedule contained in the Engineering Agreement and/or the lump sums listed above. The DISTRICT will reimburse McIntosh all direct costs, which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the DISTRICT and McIntosh with regard to the referenced work authorization. If you wish to accept this work authorization, please sign where indicated and return a complete copy to our office (executed electronic scanned copies are acceptable). Upon receipt, we will promptly schedule our services.

Thank you for considering McIntosh Associates. We look forward to helping you create a quality project.

Sincerely,

McIntosh Associates
an **LJA** company

William C. Whitegon, PE
Project Manager

APPROVED AND ACCEPTED

By: _____
Authorized Representative of
Windsor Cay Community Development District

Date: _____

PURSUANT TO FLORIDA STATUTE 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MCINTOSH ASSOCIATES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

BASIS OF PROPOSAL AND CLIENT RESPONSIBILITIES

Our Agreement is also based on the following conditions and limitations:

BASIS OF PROPOSAL

CLIENT has performed the necessary due diligence research to confirm that the site is suitable for the intended purpose.

CLIENT is advised that concurrency management and comprehensive plan consistency will impact the land development process. Regulations regarding concurrency and consistency vary according to governmental jurisdiction. The status of concurrency, consistency and, if applicable, vested rights must be addressed for all projects within the State of Florida. McIntosh presumes CLIENT is aware of the issues and resultant impacts described. McIntosh disclaims responsibility for delays that may be encountered due to failure on the part of CLIENT to address concurrency and consistency issues prior to initiation of Services proposed herein. McIntosh is **not** responsible for changes to the approved plans that may alter the concurrency vesting status or for noncompliance on the part of the property owner with regard to the performance terms and conditions established in the vesting certificate.

McIntosh will not be responsible for any circumstances, acts, errors, omissions, or events, of any type, beyond its control including, without limitation, construction costs, the acts or failures to act of any governmental or judicial agency, or the existence of hazardous waste of any type associated with the Project. No Services associated with hazardous waste of any type are included in any way in this Agreement.

Without limitation, architectural, traffic engineering (e.g., studies, signalization), structural engineering (e.g., retaining walls, bridges, docks), mechanical engineering (e.g., fire pumps), fire protection engineering (e.g., dedicated fire lines beyond the point of service), electrical engineering, geotechnical engineering and testing, environmental assessment, landscape and irrigation design, non-civil utility engineering (e.g., power, gas, telephone, cable television, site lighting), and any other professional or consultant services required by CLIENT and not undertaken by McIntosh, shall be retained separately by CLIENT. **No Services are included in this Agreement other than those specifically listed herein.**

McIntosh may be mandated by regulatory authorities to incorporate findings, requirements, and details of design in their construction plans that are prepared by professional geotechnical engineers and not by McIntosh. In doing so, McIntosh assumes no responsibility or liability for the design, construction or operation of geotechnical engineering components which may include, but not be limited to, underdrains, ground stabilizers, backfills, embankments, etc. CLIENT must also recognize that some of these systems (i.e., underdrains, etc.) usually require extensive field supervision during construction and certification after construction. These systems are subject to damage by other activities during or after infrastructure construction such as other utility installations (power, telephone, cable, gas, etc.). McIntosh assumes no liability for damages to any design element caused by the improper design, construction, operation, or maintenance of improvements designed by others.

McIntosh, in and through its review and/or use of design and calculations prepared by others, is not responsible for or liable for error or omissions in the design and permitting services provided by others. CLIENT's consultants will provide McIntosh with permission to utilize and rely upon their work product as the basis of McIntosh's design. Certain elements designed by others may be shown in McIntosh construction plans for context only.

McIntosh's performance and work product quality is dependent upon the timely provision of services from CLIENT-selected and contracted third-party consultants, including but not limited to geotechnical engineer, environmental consultant, transportation engineer, landscape/hardscape/irrigation designer, and/or legal consultant whose services, while coordinated to the extent possible, are beyond the scope of responsibility of McIntosh.

If locating underground utilities is expressly included in the Services, McIntosh will locate such underground utilities as may be marked by a utility locating service retained by CLIENT. McIntosh shall not be liable for showing any utility lines not marked by the locating company. McIntosh cannot and does not guarantee or warranty that unidentified utilities will not be encountered.

Any opinion of construction cost prepared by McIntosh represents its judgment as a design professional and is supplied for the general guidance of CLIENT only since McIntosh has no control over the cost of labor and material or over competitive bidding or market conditions. McIntosh does not warrant or guarantee the accuracy of such opinions.

No permit applications or negotiations with regulatory agencies or permitting authorities are included other than those specifically listed herein.

If construction services or observation of construction are included herein, the Services included by McIntosh will be to conduct periodic visits and observations to determine that the Work generally conforms or will conform to the applicable contract documents in relation to McIntosh's engineering Services. McIntosh's Service shall not include determining, supervising, implementing, or undertaking the responsibilities of the contractor, subcontractors, or others, regarding means, methods, techniques, sequences, and procedures of construction, nor for job conditions, safety precautions or programs. Construction phase services for systems designed and permitted by others are not included.

Construction phase retesting resulting from failures or no-shows, and therefore requiring additional site visits, shall be additional services and is not included in the scope of this agreement. Such services will be invoiced separately on an hourly basis for back-charge to the contractor by CLIENT.

CLIENT's contractor and/or surveyor will provide certified as-built surveys prepared by a Florida-licensed surveyor for McIntosh's use and reliance in preparing project certifications and/or record drawings. Any as-built surveys required to be performed by McIntosh due to failure of contractor's surveyor to provide accurate and complete survey data will be invoiced separately on an hourly basis for back-charge to the contractor by CLIENT.

Federal Emergency Management Agency (FEMA) Map revisions or amendments which may be required by regulatory agencies or lenders are not included unless specifically listed in Basic Services.

Provision of customized digital data files to CLIENT, CLIENT's consultants, and/or CLIENT's contractor is not included. McIntosh work product will be prepared digitally in AutoCAD Civil3D® 2018 or later.

CLIENT RESPONSIBILITIES

CLIENT, or his representative, shall be available to meet with McIntosh and provide decisions in a timely manner throughout the course of the Project.

CLIENT will provide McIntosh with plans and other pertinent information which may be necessary to properly survey or engineer the Project.

Prior to initiation of preliminary or final design, an approved site plan and final dimensioned building footprint(s) will be provided to McIntosh by CLIENT, which will be complete with final geometry, and will be relied upon by McIntosh.

When required for the Project, CLIENT will engage a professional geotechnical engineer to provide necessary hydrogeologic design support, relevant construction specifications for earthwork items and required construction inspection and certification. CLIENT's geotechnical engineer shall be responsible for final certification of all flexible and rigid pavement. McIntosh has CLIENT's authority to rely on this professional information as a basis for its design Services and certifications.

When required for the Project, CLIENT will engage a professional environmental consultant to provide jurisdictional determinations and necessary design and permitting support for wetland and special species issues.

When required for the Project, CLIENT will engage a professional environmental firm or firms who specialize in all matters relating to "hazardous" or "special" materials wastes, deposits, soils, contamination, etc., as may be required to support permitting or construction of the Project.

When required for the Project, CLIENT will engage a professional landscape architect to provide landscape and irrigation design related to the development of the property as intended by CLIENT.

When required for the Project, CLIENT will engage a professional architect to perform all architectural services including, without limitation, incorporation of the work product of McIntosh, and compliance with local, state, or federal laws, regulations, codes, and Americans with Disabilities Act ("ADA") requirements.

When required for the Project, CLIENT will engage a professional transportation consultant to provide analysis related to development of the property as intended by CLIENT, including but not limited to traffic studies, determination of turn lane requirements, traffic signal design, Maintenance of Traffic (MOT) plans and roundabout geometry, striping, and signage design.

When required for the Project, CLIENT will engage a professional legal counselor to provide legal services related to development of the property as intended by CLIENT.

When required for the Project, CLIENT will engage a professional state licensed hydrogeologist for completion of hydrologic data required in support of a Consumptive Use/Water Use Permit.

When required for the Project, CLIENT will engage a professional archaeologist to provide archaeological analysis related to development of the property as intended by CLIENT.

CLIENT agrees that McIntosh shall have no responsibility for the accuracy of information provided by, or for any portion of the Project designed by CLIENT or CLIENT's other consultants, or for compliance with local, state, or federal ADA requirements. McIntosh shall not be required to check or verify CLIENT's or other consultants' work product, information, or construction documents and shall be entitled to rely on the accuracy and completeness thereof, as well as the compliance of such documents with applicable laws, codes, statutes, ordinances, and regulations, including, without limitation, ADA requirements. CLIENT also agrees to require all other consultants engaged by CLIENT to coordinate their design or construction documents or reports with the work product of McIntosh, to promptly report any conflicts or inconsistencies to McIntosh and to cooperate fully in the resolution of those conflicts or inconsistencies. CLIENT further agrees, to the fullest extent permitted by law, to indemnify, and hold harmless McIntosh from any claims, damages, liabilities, or costs, including reasonable attorney's fees and defense costs, arising out of or relating to false, inaccurate, or non-compliant information provided by CLIENT or its other consultants, or the services performed by other consultants engaged by CLIENT.

CLIENT or CLIENT's contractor shall obtain the required National Pollutant Discharge Elimination System (NPDES) permit for the Project.

CLIENT will provide McIntosh with all applicable operation and maintenance budgets and budget reserve estimates for all gated communities prior to submittal of the final plat to satisfy local jurisdiction requirements.

SECTION C

SECTION 1

Windsor Cay
Community Development District

Summary of Check Register

August 13, 2024 to December 31, 2024

Fund	Date	Check No.'s		Amount
General Fund				
	8/15/24	67	$	4,418.68
	8/21/24	68-69	$	3,304.00
	8/28/24	70-71	$	5,458.75
	9/4/24	72	$	500.00
	9/18/24	73-77	$	12,180.64
	9/25/24	78	$	5,250.00
	10/3/25	79	$	405.00
	10/21/24	80-85	$	9,789.90
	10/24/24	86-87	$	750.25
	10/25/24	88	$	552.00
	11/7/24	89-92	$	44,645.88
	11/13/24	93-95	$	12,729.45
	11/20/24	96	$	1,300.00
	11/25/24	97	$	301.93
	12/4/24	98-99	$	81,478.24
	12/12/24	100	$	6,768.00
	12/19/24	101	$	5,507.07
		Total Amount	**$**	**195,339.79**

*** CHECK DATES 08/13/2024 - 12/31/2024 *** WINDSOR CAY-GENERAL FUND
BANK A GENERAL FUND

CHECK DATE	VEND#	.....INVOICE..... DATE	INVOICE	...EXPENSED TO... YRMO	DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
8/15/24	00001	8/01/24	21AUG	202408	310-51300-34000		*	3,333.33		
			MANAGEMENT FEES AUG24							
		8/01/24	21AUG	202408	310-51300-35200		*	100.00		
			WEBSITE ADMIN AUG24							
		8/01/24	21AUG	202408	310-51300-35100		*	150.00		
			INFORMATION TECH AUG24							
		8/01/24	21AUG	202408	310-51300-31300		*	416.67		
			DISSEMINATION SVCS AUG24							
		8/01/24	21AUG	202408	310-51300-51000		*	.09		
			OFFICE SUPPLIES AUG24							
		8/01/24	21AUG	202408	310-51300-42000		*	1.92		
			POSTAGE AUG24							
		8/01/24	21JUN	202406	310-51300-31300		*	416.67		
			DISSEMINATION SVCS JUN24							
						GOVERNMENTAL MANAGEMENT SERVICES			4,418.68	000067
8/21/24	00004	7/25/24	3425198	202406	310-51300-49200		*	1,916.00		
			BOUNDARY AMENDMENT JUN24							
						KUTAK ROCK LLP			1,916.00	000068
8/21/24	00009	7/31/24	09735667	202407	310-51300-48000		*	1,388.00		
			PH/ADOPT FY25 BUDGET							
						TRIBUNE PUBLISHING COMPANY LLC DBA			1,388.00	000069
8/28/24	00007	8/09/24	46072	202407	310-51300-31100		*	258.75		
			GENERAL ENGINEERING JUL24							
						DONALD W. MCINTOSH ASSOCIATES, INC.			258.75	000070
8/28/24	00005	8/23/24	24609	202408	300-15500-10000		*	5,200.00		
			FY25 INSURANCE POLICY							
						EGIS INSURANCE & RISK ADVISORS			5,200.00	000071
9/04/24	00015	9/01/24	24230	202409	310-51300-49000		*	500.00		
			FOUNTAIN MAINT SEP24							
						MCDONNELL CORPORATION DBA RESORT			500.00	000072
9/18/24	00005	9/11/24	25615	202409	300-15500-10000		*	6,716.00		
			FY25 INSURANCE POLICY ADJ							
						EGIS INSURANCE & RISK ADVISORS			6,716.00	000073
9/18/24	00001	9/01/24	243	202409	310-51300-34000		*	3,333.33		
			MANAGEMENT FEES SEP24							
		9/01/24	243	202409	310-51300-35200		*	100.00		
			WEBSITE ADMIN SEP24							
		9/01/24	243	202409	310-51300-35100		*	150.00		
			INFORMATION TECH SEP24							

*** CHECK DATES 08/13/2024 - 12/31/2024 *** WINDSOR CAY-GENERAL FUND
BANK A GENERAL FUND

CHECK DATE	VEND#	.....INVOICE..... DATE	INVOICE	...EXPENSED TO... YRMO	DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
		9/01/24	243	202409	310-51300-31300		*	416.67		
			DISSEMINATION SVCS SEP24							
						GOVERNMENTAL MANAGEMENT SERVICES			4,000.00	000074
9/18/24	00004	8/28/24	3439536	202407	310-51300-49200		*	1,382.50		
			BOUNDARY AMENDMENT JUL24							
						KUTAK ROCK LLP			1,382.50	000075
9/18/24	00010	9/06/24	A0212845	202408	310-51300-49000		*	82.14		
			RENTAL BOS MEETING AUG24							
						LAKE SUMTER STATE COLLEGE			82.14	000076
9/18/24	00009	8/31/24	09932867	202408	310-51300-48000		*	301.93		
			NOTICE OF BOS MEETING							
		8/31/24	09932867	202408	310-51300-48000		V	301.93-		
			NOTICE OF BOS MEETING							
						TRIBUNE PUBLISHING COMPANY LLC DBA			.00	000077
9/25/24	00001	9/15/24	22	202409	300-15500-10000		*	5,250.00		
			ASSESSMENT ROLL FY25							
						GOVERNMENTAL MANAGEMENT SERVICES			5,250.00	000078
10/03/24	00004	9/27/24	3454381	202408	310-51300-31500		*	405.00		
			GENERAL COUNSEL AUG24							
						KUTAK ROCK LLP			405.00	000079
10/21/24	00002	10/01/24	91616	202410	310-51300-54000		*	175.00		
			SPECIAL DISTRICT FEE FY25							
						FLORIDA DEPARTMENT OF ECONOMIC OPP			175.00	000080
10/21/24	00001	10/01/24	23	202410	310-51300-34000		*	3,541.67		
			MANAGEMENT FEES OCT24							
		10/01/24	23	202410	310-51300-35200		*	100.00		
			WEBSITE ADMIN OCT24							
		10/01/24	23	202410	310-51300-35100		*	150.00		
			INFORMATION TECH OCT24							
		10/01/24	23	202410	310-51300-31300		*	416.67		
			DISSEMINATION SVCS OCT24							
		10/01/24	23	202410	310-51300-51000		*	.18		
			OFFICE SUPPLIES OCT24							
		10/01/24	23	202410	310-51300-42000		*	4.14		
			POSTAGE OCT24							
		10/01/24	24	202410	320-53800-34000		*	1,250.00		
			FIELD MANAGEMENT OCT24							
						GOVERNMENTAL MANAGEMENT SERVICES			5,462.66	000081

*** CHECK DATES 08/13/2024 - 12/31/2024 *** WINDSOR CAY-GENERAL FUND
BANK A GENERAL FUND

CHECK DATE	VEND#	.....INVOICE..... DATE	INVOICE	...EXPENSED TO... YRMO	DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
10/21/24	00015	10/01/24	24611	202410	320-53800-46900		*	500.00		
			FOUNTAIN MAINT OCT24							
						MCDONNELL CORPORATION DBA RESORT			500.00	000082
10/21/24	00016	10/18/24	14457232	202410	320-53800-43200		*	85.00		
			0 WINDSOR CAY DEPOSIT							
						SOUTHLAKE UTILITIES			85.00	000083
10/21/24	00016	8/29/24	23136505	202408	320-53800-43200		*	2,061.27		
			WATER & SEWER AUG24							
		9/27/24	23136505	202409	320-53800-43200		*	205.97		
			WATER & SEWER SEP24							
						SOUTHLAKE UTILITIES			2,267.24	000084
10/21/24	00013	8/30/24	3206	202408	320-53800-47200		*	1,300.00		
			POND DISCING AUG24							
						TOOLE'S TRACTOR SERVICES &			1,300.00	000085
10/24/24	00007	10/11/24	46329	202409	310-51300-31100		*	106.25		
			GENERAL ENGINEERING SEP24							
						DONALD W. MCINTOSH ASSOCIATES, INC.			106.25	000086
10/24/24	00004	10/21/24	3467892	202409	310-51300-31500		*	644.00		
			GENERAL COUNSEL SEP24							
						KUTAK ROCK LLP			644.00	000087
10/25/24	00005	9/11/24	25613	202409	320-53800-45000		*	552.00		
			GEN LIAB-PROPERTY ADDED							
						EGIS INSURANCE & RISK ADVISORS			552.00	000088
11/07/24	00017	7/01/24	9504	202405	320-53800-46200		*	6,768.00		
			LANDSCAPE MAINT MAY24							
		7/01/24	9505	202406	320-53800-46200		*	6,768.00		
			LANDSCAPE MAINT JUN24							
		7/01/24	9506	202407	320-53800-46200		*	6,768.00		
			LANDSCAPE MAINT JUL24							
		8/01/24	9507	202408	320-53800-46200		*	6,768.00		
			LANDSCAPE MAINT AUG24							
		9/01/24	10000	202409	320-53800-46200		*	6,768.00		
			LANDSCAPE MAINT SEP24							
		10/01/24	10303	202410	320-53800-46200		*	6,768.00		
			LANDSCAPE MAINT OCT24							
		10/21/24	10488	202410	320-53800-46200		*	1,330.00		
			HURRICANE MILTON CLEAN UP							
						EXCLUSIVE LANDSCAPING GROUP, INC			41,938.00	000089

CHECK DATE	VEND#	.....INVOICE..... DATE	INVOICE	...EXPENSED TO... YRMO	DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
11/07/24	00008	9/30/24	00067019	202409	310-51300-48000		*	111.02		
			NOT BOS MEETING DATES							
						GANNETT MEDIA CORP DBA GANNETT			111.02	000090
11/07/24	00001	9/30/24	25	202409	320-53800-48000		*	1,473.86		
			GENERAL MAINTENANCE SEP24							
						GOVERNMENTAL MANAGEMENT SERVICES			1,473.86	000091
11/07/24	00004	9/27/24	3454385	202408	310-51300-49200		*	231.00		
			BOUNDARY AMENDMENT AUG24							
		10/21/24	3467893	202409	310-51300-49200		*	892.00		
			BOUNDARY AMENDMENT SEP24							
						KUTAK ROCK LLP			1,123.00	000092
11/13/24	00017	11/01/24	10670	202411	320-53800-46200		*	6,768.00		
			LANDSCAPE MAINT NOV24							
						EXCLUSIVE LANDSCAPING GROUP, INC			6,768.00	000093
11/13/24	00001	11/01/24	26	202411	310-51300-34000		*	3,541.67		
			MANAGEMENT FEES NOV24							
		11/01/24	26	202411	310-51300-35200		*	100.00		
			WEBSITE ADMIN NOV24							
		11/01/24	26	202411	310-51300-35100		*	150.00		
			INFORMATION TECH NOV24							
		11/01/24	26	202411	310-51300-31300		*	416.67		
			DISSEMINATION SVCS NOV24							
		11/01/24	26	202411	310-51300-51000		*	.15		
			OFFICE SUPPLIES NOV24							
		11/01/24	26	202411	310-51300-42000		*	2.96		
			POSTAGE NOV24							
		11/01/24	27	202411	320-53800-34000		*	1,250.00		
			FIELD MANAGEMENT NOV24							
						GOVERNMENTAL MANAGEMENT SERVICES			5,461.45	000094
11/13/24	00015	11/01/24	25448	202411	320-53800-46900		*	500.00		
			FOUNTAIN MAINT NOV24							
						MCDONNELL CORPORATION DBA RESORT			500.00	000095
11/20/24	00013	11/13/24	3493	202411	320-53800-47200		*	1,300.00		
			POND DISCING NOV24							
						TOOLE'S TRACTOR SERVICES &			1,300.00	000096
11/25/24	00009	8/31/24	09932867	202408	310-51300-48000		*	301.93		
			NOT OF BOS MEETING							
						TRIBUNE PUBLISHING COMPANY LLC DBA			301.93	000097

*** CHECK DATES 08/13/2024 - 12/31/2024 *** WINDSOR CAY-GENERAL FUND
BANK A GENERAL FUND

CHECK DATE	VEND#	.....INVOICE..... DATE	INVOICE	...EXPENSED TO... YRMO	DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
12/04/24	00015	12/01/24	25746	202412	320-53800-46900		*	500.00		
			FOUNTAIN MAINT DEC24							
						MCDONNELL CORPORATION DBA RESORT			500.00	000098
12/04/24	00018	11/22/24	11222024	202411	300-20700-10000		*	80,978.24		
			DEBT SVC TRANSFER S2024							
						WINDSOR CAY CDD C/O US BANK			80,978.24	000099
12/12/24	00017	12/01/24	10954	202412	320-53800-46200		*	6,768.00		
			LANDSCAPE MAINT DEC24							
						EXCLUSIVE LANDSCAPING GROUP, INC			6,768.00	000100
12/19/24	00001	12/01/24	28	202412	310-51300-34000		*	3,541.67		
			MANAGEMENT FEES DEC24							
		12/01/24	28	202412	310-51300-35200		*	100.00		
			WEBSITE ADMIN DEC24							
		12/01/24	28	202412	310-51300-35100		*	150.00		
			INFORMATION TECH DEC24							
		12/01/24	28	202412	310-51300-31300		*	416.67		
			DISSEMINATION SVCS DEC24							
		12/01/24	28	202412	310-51300-51000		*	.18		
			OFFICE SUPPLIES DEC24							
		12/01/24	28	202412	310-51300-42000		*	48.55		
			POSTAGE DEC24							
		12/01/24	29	202412	320-53800-34000		*	1,250.00		
			FIELD MANAGEMENT DEC24							
						GOVERNMENTAL MANAGEMENT SERVICES			5,507.07	000101

TOTAL FOR BANK A 195,339.79

TOTAL FOR REGISTER 195,339.79

SECTION 2

Windsor Cay

Community Development District

Unaudited Financial Reporting

November 30, 2024

Table of Contents

Windsor Cay

Community Development District

Combined Balance Sheet

November 30, 2024

	General Fund	*Debt Service Fund*	*Capital Projects Fund*	*Totals Governmental Funds*
Assets:				
Cash:				
Operating Account	$ 170,170	$ -	$ -	$ 170,170
Series 2024:				
Reserve	$ -	$ 332,621	$ -	$ 332,621
Interest	$ -	$ 103	$ -	$ 103
Revenue	$ -	$ 6,829	$ -	$ 6,829
Construction	$ -	$ -	$ 30,160	$ 30,160
Due from General Fund	$ -	$ 26,367	$ -	$ 26,367
Total Assets	**$ 170,170**	**$ 365,920**	**$ 30,160**	**$ 566,251**
Liabilities:				
Accounts Payable	$ 81,146	$ -	$ -	$ 81,146
Due to Debt Service	$ 26,367	$ -	$ -	$ 26,367
Total Liabilites	**$ 107,513**	**$ -**	**$ -**	**$ 107,513**
Fund Balance:				
Assigned:				
Debt Service - Series 2024	$ -	$ 365,920	$ -	$ 365,920
Capital Projects Fund	$ -	$ -	$ 30,160	$ 30,160
Unassigned	$ 62,657	$ -	$ -	$ 62,657
Total Fund Balances	**$ 62,657**	**$ 365,920**	**$ 30,160**	**$ 458,737**
Total Liabilities & Fund Balance	$ 170,170	$ 365,920	$ 30,160	$ 566,251

Windsor Cay

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending November 30, 2024

	Adopted Budget	Prorated Budget Thru 11/30/24	Actual Thru 11/30/24	Variance
Revenues:				
Assessments - Tax Roll	$ 297,894	$11,405	$11,405	$ -
Assessments - Direct	$ -	$ 40,104	$ 40,104	$ -
Developer Contributions	$ 25,311	$ -	$ -	$ -
Total Revenues	**$ 323,205**	**$ 51,509**	**$ 51,509**	**$ -**
Expenditures:				
General & Administrative:				
Engineering	$ 10,000	$ 1,667	$ -	$ 1,667
Attorney	$ 25,000	$ 4,167	$ -	$ 4,167
Audit	$ 4,000	$ -	$ -	$ -
Assessment Administration	$ 5,250	$ 5,250	$ 5,250	$ -
Arbitrage	$ 450	$ -	$ -	$ -
Dissemination	$ 5,000	$ 833	$ 833	$ (0)
Trustee Fees	$ 4,020	$ -	$ -	$ -
Management Fees	$ 42,500	$ 7,083	$ 7,083	$ -
Information Technology	$ 1,800	$ 300	$ 300	$ -
Website Maintenance	$ 1,200	$ 200	$ 200	$ -
Telephone	$ 300	$ 50	$ -	$ 50
Postage & Delivery	$ 1,000	$ 167	$ 7	$ 160
Insurance	$ 5,500	$ 5,500	$ 5,200	$ 300
Printing & Binding	$ 1,000	$ 167	$ -	$ 167
Legal Advertising	$ 5,000	$ 833	$ -	$ 833
Other Current Charges	$ 1,750	$ 292	$ 96	$ 196
Office Supplies	$ 625	$ 104	$ 0	$ 104
Travel Per Diem	$ 660	$ 110	$ -	$ 110
Dues, Licenses & Subscriptions	$ 175	$ 175	$ 175	$ -
Total Administrative	**$ 115,230**	**$ 26,898**	**$ 19,313**	**$ 7,584**

Windsor Cay

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending November 30, 2024

	Adopted Budget	Prorated Budget Thru 11/30/24	Actual Thru 11/30/24	Variance
Field Expenditures				
Operations & Maintenance				
Field Management	$ 15,000	$ 2,500	$ 2,500	$ -
Property Insurance	$ -	$ -	$ 6,716	$ (6,716)
Landscape Maintenance	$ 110,784	$ 18,464	$ 14,866	$ 3,598
Pond Disking	$ 9,000	$ 1,500	$ 1,300	$ 200
Landscape Replacement	$ 2,500	$ 417	$ -	$ 417
Tree Trimming	$ 7,875	$ 1,313	$ -	$ 1,313
Mulch	$ 10,000	$ 1,667	$ -	$ 1,667
Electric	$ 3,500	$ 583	$ -	$ 583
Water & Sewer	$ 25,000	$ 4,167	$ 85	$ 4,082
Irrigation Repairs	$ 7,500	$ 1,250	$ -	$ 1,250
Fountain Maintenance	$ 6,000	$ 1,000	$ 1,000	$ -
General Repairs & Maintenance	$ 7,500	$ 1,250	$ -	$ 1,250
Contingency	$ 3,316	$ 553	$ -	$ 553
Total Operations & Maintenance	**$ 207,975**	**$ 34,663**	**$ 26,467**	**$ 6,393**
Total Expenditures	**$ 323,205**	**$ 61,560**	**$ 45,780**	**$ 13,977**
Excess (Deficiency) of Revenues over Expenditures	$ -		$ 5,728	
Fund Balance - Beginning	$ -		$ 56,928	
Fund Balance - Ending	$ -		$ 62,657	

Windsor Cay

Community Development District

Debt Service Fund Series 2024

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending November 30, 2024

	Adopted Budget	Prorated Budget Thru 11/30/24	Actual Thru 11/30/24	Variance
Revenues:				
Assessments - Tax Roll	$ 665,243	$ 26,367	$ 26,367	$ -
Assessments - Direct	$ -	$ -	$ -	$ -
Interest	$ -	$ -	$ 4,904	$ 4,904
Total Revenues	**$ 665,243**	**$ 26,367**	**$31,271**	**$ 4,904**
Expenditures:				
Interest Expense - 11/1	$ 263,422	$ 263,422	$ 263,422	$ -
Principal Expense - 5/1	$ 135,000	$ -	$ -	$ -
Interest Expense - 5/1	$ 264,894	$ -	$ -	$ -
Total Expenditures	**$ 663,316**	**$ 263,422**	**$ 263,422**	**$ -**
Excess (Deficiency) of Revenues over Expendi	$ 1,927		$ (232,151)	
Other Financing Sources/(Uses):				
Transfer In/(Out)	$ -	$ -	$ (2,610)	$ (2,610)
Total Other Financing Sources/(Uses)	**$ -**	**$ -**	**$ (2,610)**	**$ (2,610)**
Net Change in Fund Balance	**$ 1,927**		**$ (234,762)**	
Fund Balance - Beginning	$ 265,694		$ 600,682	
Fund Balance - Ending	$ 267,620		$ 365,920	

Windsor Cay

Community Development District

Capital Projects Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending November 30, 2024

	Adopted Budget	Prorated Budget Thru 11/30/24	Actual Thru 11/30/24	Variance
Revenues:				
Interest	$ -	$ -	$ 242	$ 242
Total Revenues	**$ -**	**$ -**	**$ 242**	**$ 242**
Expenditures:				
Capital Outlay	$ -	$ -	$ 994	$ (994)
Total Expenditures	**$ -**	**$ -**	**$ 994**	**$ (994)**
Excess (Deficiency) of Revenues over Expenditures	$ -		$ (753)	
Other Financing Sources/(Uses):				
Transfer In/(Out)	$ -	$ -	$ 2,610	$ 2,610
Total Other Financing Sources/(Uses)	**$ -**	**$ -**	**$ 2,610**	**$ 2,610**
Net Change in Fund Balance	**$ -**		**$ 1,858**	
Fund Balance - Beginning	$ -		$ 28,303	
Fund Balance - Ending	$ -		$ 30,160	

Windsor Cay

Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Assessments Tax Roll	$ -	$ 11,404.63	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 11,405
Assessments Direct	$ -	$ 40,104	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 40,104
Developer Contributions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Revenues	**$ -**	**$ 51,509**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 51,509**
Expenditures:													
General & Administrative:													
Engineering	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Attorney	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Assessment Administration	$ 5,250	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,250
Arbitrage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Dissemination	$ 417	$ 417	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 833
Trustee Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Management Fees	$ 3,542	$ 3,542	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,083
Information Technology	$ 150	$ 150	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 300
Website Maintenance	$ 100	$ 100	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 200
Telephone	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage & Delivery	$ 4	$ 3	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7
Insurance	$ 5,200	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,200
Copies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Legal Advertising	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Property Appraiser Fee	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Boundary Amendment Expense	$ -	$ 168	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 168
Contingencies	$ 30	$ 66	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 96
Office Supplies	$ 0	$ 0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 0
Travel Per Diem	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Dues, Licenses & Subscriptions	$ 175	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 175
Total Administrative	**$ 14,868**	**$ 4,445**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 19,313**
Field Expenditures													
Operations & Maintenance													
Field Management	$ 1,250	$ 1,250	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,500
Landscape Maintenance	$ 8,098	$ 6,768	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 14,866
Property Insurance	$ 6,716	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,716
Pond Disking	$ -	$ 1,300	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,300
Landscape Replacement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Tree Trimming	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Mulch	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Electric	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Water & Sewer	$ 85	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 85
Irrigation Repairs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Fountain Maintenance	$ 500	$ 500	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,000
General Repairs & Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Contingency	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Operations & Maintenance	**$ 16,649**	**$ 9,818**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 26,467**
Total Expenditures	**$ 31,517**	**$ 14,263**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 45,780**
Excess (Deficiency) of Revenues over Expenditures	$ (31,517)	$ 37,245	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,728

Windsor Cay

Community Development District

Long Term Debt Report

Series 2024, Special Assessment Revenue Bonds		
Interest Rate:	4.600%, 5.450%, 5.750%	
Maturity Date:	5/1/2054	
Reserve Fund Definition	50% Maximum Annual Debt Service	
Reserve Fund Requirement	$332,621	
Reserve Fund Balance	$332,621	
Bonds Outstanding - 5/2/24		$9,615,000
Current Bonds Outstanding		**$9,615,000**

Windsor Cay

COMMUNITY DEVELOPMENT DISTRICT

Special Assessment Receipts

Fiscal Year 2025

ON ROLL ASSESSMENTS

Gross Assessments	$ 231,581.89	$ 535,410.80	$ 766,992.69
Net Assessments	$ 217,686.98	$ 503,286.15	$ 720,973.13
	30.19%	69.81%	100.00%

Date	*Distribution*	*Gross Amount*	*Discount/Penalty*	*Commission*	*Interest*	*Net Receipts*	*General Fund*	*2024 Debt Service*	*Total*
11/14/24	10/01-10/31/24	$2,304.94	($92.20)	($44.25)	$0.00	$2,168.49	$654.74	$1,513.75	$2,168.49
11/14/24	10/01-10/31/24	$1,083.57	($43.34)	($20.80)	$0.00	$1,019.43	$307.80	$711.63	$1,019.43
11/21/24	11/01-11/10/24	$4,839.14	($193.54)	($92.92)	$0.00	$4,552.68	$1,374.61	$3,178.07	$4,552.68
11/21/24	11/01-11/10/24	$11,008.84	($440.37)	($211.37)	$0.00	$10,357.10	$3,127.17	$7,229.93	$10,357.10
11/25/24	11/11-11/17/24	$14,652.86	($586.13)	($281.34)	$0.00	$13,785.39	$4,162.29	$9,623.10	$13,785.39
11/25/24	11/11-11/17/24	$6,259.29	($250.36)	($120.18)	$0.00	$5,888.75	$1,778.02	$4,110.73	$5,888.75
	TOTAL	**$ 40,148.64**	**$ (1,605.94)**	**$ (770.86)**	**$ -**	**$ 37,771.84**	**$ 11,404.63**	**$ 26,367.21**	**$ 37,771.84**

5%	**Net Percent Collected**
$683,201.29	**Balance Remaining to Collect**

SECTION D

Windsor Cay CDD

Field Management Report

January 22nd, 2025

Clayton Smith

Director of Field Services

GMS

Completed

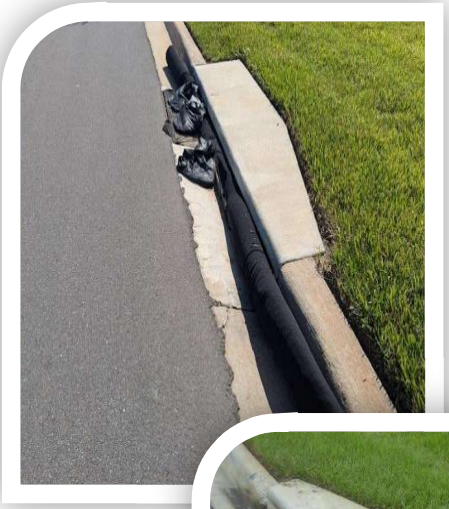
Light Maintenance

- A full inspection and inventory of the landscaping lighting was completed.
- Various landscape lights were knocked down or pointed in the wrong direction. With the exception of one, these have been adjusted. The remaining light is collecting water inside the fixture itself and will be reviewed for replacement.

Completed

BMP Removal and Stormwater Maint.

- Recent storms had dislodged drainage grates most likely due to the presence of the fabric still being in place.
- BMPs removed from road drain inlets along main drive leading up to guardhouse.
- BMPs removed from stormwater structures in dry ponds and grates reset.



Site Items

Landscaping Maintenance

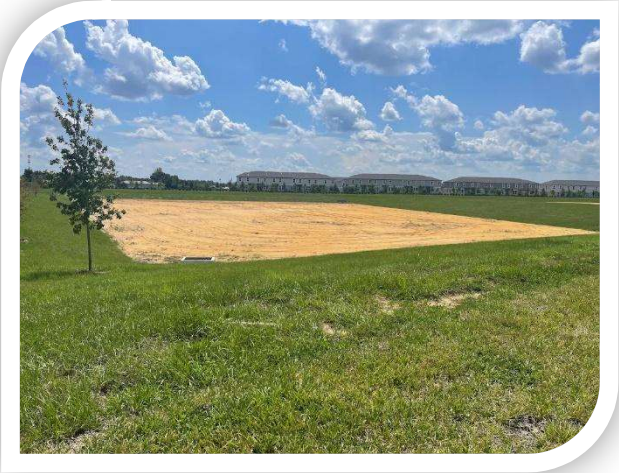
- Landscaper flush cut two small palms that had died. Aesthetically, due to the location of these trees and the density of palms remaining, the landscaper does not recommend replacement.

- Spoke with landscaper in October and requested that they alternate their mower sizes and mowing patterns to mitigate ruts in the turf. This is improving and we will continue to monitor progress.

Site Items

Discing & Dry Pond Maintenance

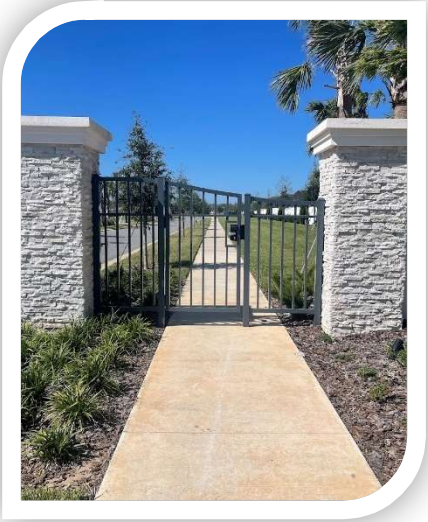
- Discing of all dry ponds is being completed on a bi-monthly basis.
- We are working with Exclusive to ensure they are string trimming around the structures that the tractor cannot reach.
- The erosion surrounding a structure in the second dry pond on Windsor Cay Blvd is being closely monitored. Working towards a solution and will ensure the area stays safe.



Site Items

Hurricane Follow-up

- Field staff completed inspections immediately following both recent storms. No power outages, structural damage, or major debris was found.



Site Items

Sod Damage Following non-CDD Work

- It was noted in November that pallets of mulch had been staged on CDD property (Shoreside St) without notifying CDD staff. We are tracking the condition of the turf in that area.

- It was also noted in November that non-CDD work was being done near the palms between the concrete wall and the SW dry pond on Windsor Cay Blvd. This work has caused damage to the surrounding sod.

Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-201-1514, or by email at csmith@gmscfl.com. Thank you.

Respectfully,

Clayton Smith