

*Wind Meadows South  
Community Development District*

*Meeting Agenda*

*March 8, 2023*

# AGENDA

# *Wind Meadows South*

## *Community Development District*

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219 E. Livingston St., Orlando, Florida 32801

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

March 1, 2023

**Board of Supervisors  
Wind Meadows South  
Community Development District**

Dear Board Members:

The regular meeting of the Board of Supervisors of the **Wind Meadows South Community Development District** will be held **Wednesday, March 8, 2023 at 1:30 PM at 4900 Dundee Road, Winter Haven, FL 33884.**

**Zoom Video Join Link:** <https://us06web.zoom.us/j/89304443124>

**Call-In Information:** 1-646-876-9923

**Meeting ID:** 893 0444 3124

Following is the advance agenda for the meeting:

### **Board of Supervisors Meeting**

1. Roll Call
2. Public Comment Period (<sup>1</sup>Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Organizational Matters
  - A. Acceptance of Resignation from Wendy Kerr
  - B. Appointment to Fill the Vacant Board Seat #4
  - C. Administration of Oath to Newly Appointed Supervisor
  - D. Consideration of Resolution 2023-08 Appointing Assistant Secretary
4. Approval of Minutes of the February 8, 2023 Board of Supervisors Meeting
5. Public Hearings
  - A. Public Hearing on the District's Use of the Uniform Method of Levying, Collection & Enforcement of Non-Ad Valorem Assessments on Boundary Amendment Parcels
    - i. Consideration of Resolution 2023-09 Expressing the District's Intent to Utilize the Uniform Method of Collection
  - B. Public Hearing on the Adoption of Amenity Policies and Rates for the District

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<sup>1</sup> Comments will be limited to three (3) minutes

- i. Consideration of Resolution 2023-10 Adopting Amenity Policies and Rates for the District
- 6. Consideration of Resolution 2023-11 Direct Purchase Resolution
- 7. Ratification of Direct Purchase Documents
- 8. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. Field Manager's Report
    - i. Amenity Conveyance Review Report
    - ii. Consideration of Quotes for Amenity Access System from Current Demands
      - a) CDVI Option
      - b) INCEPTION Option
    - iii. Consideration of Quote for Amenity Trash Cans and Dog Stations
  - D. District Manager's Report
    - i. Approval of Check Register
    - ii. Balance Sheet & Income Statement
- 9. Other Business
- 10. Supervisors Requests and Audience Comments
- 11. Adjournment

## SECTION III

# SECTION A

Please accept this email as my resignation from all the Boards I was on during my employment with Center State Development.

Thank you,

**Wendy Kerr**

# SECTION D

**RESOLUTION 2023-08**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT  
DISTRICT ELECTING THE OFFICERS OF THE DISTRICT, AND  
PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Wind Meadows South Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, pursuant to Chapter 190, *Florida Statutes*, the Board of Supervisors (“**Board**”), shall organize by electing one of its members as Chair and by electing an Assistant Secretary, and such other officers as the Board may deem necessary.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF  
SUPERVISORS OF THE WIND MEADOWS SOUTH COMMUNITY  
DEVELOPMENT DISTRICT:**

**SECTION 1. DISTRICT OFFICERS.** The following persons are elected to the offices shown:

Assistant Secretary \_\_\_\_\_

**SECTION 2. CONFLICTS.** All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 3. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** 8<sup>th</sup> day of March 2023

ATTEST:

**WIND MEADOWS SOUTH COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

# MINUTES

**MINUTES OF MEETING  
WIND MEADOWS SOUTH  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Wind Meadows South Community Development District was held Wednesday, **February 8, 2023** at 1:34 p.m. at 4900 Dundee Road, Winter Haven, Florida.

Present and constituting a quorum:

Brent Elliott  
Halsey Carson  
Timothy Todd

Chairman  
Vice Chairman  
Assistant Secretary

Also present were:

Jill Burns  
Lauren Gentry  
Bryan Hunter  
Clayton Smith  
Jarett Wright

District Manager, GMS  
Kilinski | Van Wyk, District Counsel  
District Engineer, Hunter Engineering  
Field Manager, GMS  
Field Manager, GMS

**FIRST ORDER OF BUSINESS**

**Roll Call**

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

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Ms. Burns noted that there were no members of the public present in person or attending via Zoom.

**THIRD ORDER OF BUSINESS**

**Approval of Minutes of the January 11,  
2023 Board of Supervisors Meeting**

Ms. Burns presented the minutes of the January 11, 2023 Board of Supervisors meeting and asked if there were any questions, comments, or corrections. The Board had no changes to the minutes.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, the Minutes of the January 11, 2023 Board of Supervisors Meeting, were approved.

#### **FOURTH ORDER OF BUSINESS**

#### **Consideration of Resolution 2023-04 Ratifying Setting the Public Hearing on the Amenity Policies and Rates and the Publication of Notices for the Hearing**

Ms. Burns presented Resolution 2023-04 stating that this was ratifying setting the public hearing on the amenity center policies and rates for March 8, 2023. She noted that they discussed at their last meeting setting that public hearing and staff sent the notice.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, the Resolution 2023-04 Ratifying Setting the Public Hearing on the Amenity Policies and Rates for March 8, 2023 and the Publication of Notices for the Hearing, was ratified.

Ms. Gentry stated that if the Board sees anything in the rules that they think needs to be added or changed, they have the ability to make changes up until that hearing. Ms. Burns noted that they had dog park, pool, and playground.

#### **FIFTH ORDER OF BUSINESS**

#### **Presentation and Consideration of Amended and Restated Engineer's Report dated January 25, 2023**

Ms. Burns stated that she believed the only changes were to the acreage. Ms. Gentry noted that they originally thought that they could get by without it being in the engineer's report, but upon drafting the documents, they realized to get a nice clean record, they should amend the engineer's report to include that new acreage legal description and the acreage numbers. She explained that it was a small change, but they wanted to get that legal description in there so they could rely on that for the notices to the boundary amendment property. She further explained that this was just clean up and she would let Mr. Hunter describe anything else that he thought the Board should know about moving forward. Mr. Hunter explained that this was to update the engineer's report to account for the expanded boundary, which was reflected in the exhibits and the acreages. He noted that it was essentially to accommodate the Phase 2 addition and the boundary amendment for Phase 2. He stated that most of the questions he got were about the cost

estimate at the end. He explained that the numbers did not change. He reviewed that they just amended the report to reflect the new acreages for the added boundary.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, the Amended and Restated Engineer's Report dated January 25, 2023, was approved as amended.

#### **SIXTH ORDER OF BUSINESS**

#### **Presentation and Consideration of Revised Amended and Restated Master Assessment Methodology dated January 11, 2023**

Ms. Burns presented this item to the Board stating that the only changes to this was the acreage. All the numbers discussed in the prior report were going to be the same and the only table that was going to change was Table 7, which allocates the debt by acre. She further explained that all the other tables would remain the same and none of those other amounts would change.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, the Revised Amended and Restated Master Assessment Methodology dated January 11, 2023, was approved.

#### **SEVENTH ORDER OF BUSINESS**

#### **Consideration of Amended and Restated Resolution 2023-05 Rescinding Resolution 2023-01 Declaring Special Assessments on Boundary Amendment Parcels**

Ms. Burns presented the amended and restated Resolution 2023-05 rescinding Resolution 2023-01 to the Board. Ms. Gentry stated that this was very similar to what they saw last time. She further explained that this rescinds the original resolution and replaces it with just one that gets published.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, the Amended and Restated Resolution 2023-05 Rescinding Resolution 2023-01 Declaring Special Assessments on Boundary Amendment Parcels, was approved.

**EIGHTH ORDER OF BUSINESS****Consideration of Resolution 2023-06  
Amending Resolution 2023-02 and Re-  
Setting the Public Hearing on the  
Imposition of Special Assessments on  
Boundary Amendment Parcels**

Ms. Burns presented Resolution 2023-06 amending Resolution 2023-02 and resetting the public hearing. She noted that the date remained the same, April 12, 2023. Ms. Gentry noted that it was originally in March and this would give them time to notice. She explained that this was to levy the debt assessments on that new boundary amendment property.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, Resolution 2023-06 Amending Resolution 2023-02 and Resetting the Public Hearing on the Imposition of Special Assessments on Boundary Amendment Parcels for April 12, 2023, was approved.

**NINTH ORDER OF BUSINESS****Consideration of Resolution 2023-07  
Amending the Fiscal Year 2023 Budget**

Ms. Burns presented Resolution 2023-07 stating that this was the current year budget. She explained that when they were reviewing and doing the financials at the beginning of the year, the accountant realized that there was an error. She noted that all the amounts in there were the same, but for the total amount of the budget and the revenues, only the administrative and field operation numbers were added into the total. She further explained that the amenity expenditures were not added in. She stated that the total amount of all the numbers were accounted for, but the total and total revenues were off by the \$61,462. She also stated that since they had to amend this anyway, they also made a couple of changes to adjust the amenity expenditures down based on the new opening timeline from what they had been given over the summer. She explained that they also increased the landscape maintenance based on the current contract. She noted that the reason driving the change was the adding error. She stated that all the amenity amounts decreased based on their prorated version as opposed to an entire year and the addition of the \$29,320 for the landscaping. She further explained that it was a procedural thing before they got to the audit, and they wanted the Board to adopt the revised version that has the correct total.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, Resolution 2023-07 Amending the Fiscal Year 2023 Budget, was approved.

**TENTH ORDER OF BUSINESS****Consideration of Assignment of Contractor Agreement for Phase 2 Construction – ADDED**

Ms. Burns presented this item to the Board stating that this was being assigned from the developer to the District. Ms. Gentry stated that this was an advanced approval that they were asking for. She noted that it was brought to their attention that there was a contract that the developer would like to be assigned to the CDD so that the CDD could carry out that work and achieve the tax-exempt savings that the CDD was eligible for. She explained that this was the form of documents that they would use to make assignment when it's right to do so. She noted that they were looking for approval in substantial form from the Board and for approval for the Chair to execute those documents when the time is right.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, the Assignment of Contractor Agreement for Phase 2 Construction and Authorizing the Chair to Execute, was approved in substantial form.

**ELEVENTH ORDER OF BUSINESS****Consideration of Construction Funding Agreement for Phase 2 Project – ADDED**

Ms. Burns presented this item to the Board stating that this was for Wind Meadows South 2, LLC. She explained that this was an agreement for the construction cost for the Phase 2 project.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, the Construction Funding Agreement for Phase 2 Project, was approved.

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

Ms. Gentry stated that their firm was going through some rebranding, and they have renamed themselves Kilinski | Van Wyk, PLLC. She noted that they were also changing the colors from blue to green.

**B. Engineer**

Mr. Hunter stated that he didn't have anything to report, but he would be happy to answer any questions.

**C. Field Manager's Report**

Mr. Smith reviewed the field manager's report starting with the general completed items. He stated that they had the ravine bush hogged, they were working with the vendor to inventory and replace any frost damaged plants, they replaced and repaired missing or leaning street signs and stop signs, they ordered new street signs to replaced damaged signs. He reviewed the in-progress items stating that he had some quotes for amenity vendor contracts, and they also had a walk-through scheduled next week to go through everything. He noted that they were still waiting on the electrical box at the amenity there to power the controller. He stated that he noticed that there was a decent amount of trash around and they were going to try to work with the builders to remind them to pick up their trash and would also schedule their crew out there for a quick clean-up day in the CDD areas. He noted that one item that he was getting from residents was the pricing for installing more fencing. The Board responded that it was up to the builder if they wanted to install fencing.

**i. Consideration of Proposals for Amenity Center****a) Landscape Maintenance Addendum with Weber Environmental Services, Inc.**

Mr. Smith reviewed this proposal with the Board stating that the total to add this on would be \$8,199.96. He added that this was with their current vendor.

On MOTION by Mr. Todd, seconded by Mr. Elliott, with all in favor, the Landscape Maintenance Addendum with Weber Environmental Services, Inc. for \$8,199.96, was approved.

**b) Security Camera Installation from Current Demands**

Mr. Smith presented this proposal to the Board stating that this was with a security vendor that they had worked with. He explained that they gave them a basic write-up for five cameras and basic coverage of the pool deck, the parking area, the back of the building, and the gate. He further

explained that it was a basic camera system to monitor remotely. Ms. Burns stated that it was within the budget for security.

On MOTION by Mr. Elliott, seconded by Mr. Todd, with all in favor, Security Camera Installation from Current Demands, was approved.

**c) Pool Maintenance** *(to be provided under separate cover)*

**d) Janitorial Maintenance** *(to be provided under separate cover)*

Mr. Smith reviewed this proposal from Serenity Pools & Spas with the Board stating that the quote was for servicing the pool on Monday, Wednesday, and Friday. He noted that the quote also included janitorial services and they were only once a week. The Serenity Pools & Spas quote was for \$5,000. He presented Resort Pools Services proposal who was a company that they work with quite regularly and was doing the pools start-up. He noted that they were \$2,500 per month for three services per week. He stated that if they go with them, there would be another janitorial company. He noted that the cleaning services would be \$550 per month. He explained that if they go with Resort Pools Services, they would be about \$1,500 less per month than Serenity Pools & Spas. Ms. Burns added that they would be getting two extra cleanings with Resort Pools Services.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, the Serenity Pools & Spas if they Match the Price NTE \$3,250, if not, engaging with CSS and Resort Pool Services, was approved.

**ii. Consideration of Proposal to Replace Frost Damaged Plants from Weber Environmental Services, Inc.**

Mr. Smith presented this proposal to the Board. He explained that this proposal was to remove and replace frost damaged plants.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, the Proposal to Replace Frost Damaged Plants from Weber Environmental Services, Inc., was approved.

**D. District Manager's Report****i. Approval of Check Register**

Ms. Burns presented the check register to the Board. She stated that she would be happy to answer any questions. She noted that the total amount was \$55,190.36 from October 1<sup>st</sup> through December 31<sup>st</sup>.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, the Check Register, was approved.

**ii. Balance Sheet and Income Statement**

Ms. Burns presented the financials to the Board stating that they were through the end of December.

**THIRTEENTH ORDER OF BUSINESS****Other Business**

There being none, the next item followed.

**FOURTEENTH ORDER OF BUSINESS****Supervisors Requests and Audience Comments**

There being none, the next item followed.

**FIFTEENTH ORDER OF BUSINESS****Adjournment**

Ms. Burns adjourned the meeting.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, the meeting was adjourned.

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

## SECTION V

# SECTION A

# SECTION 1

## RESOLUTION 2023-09

### **RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT EXPRESSING ITS INTENT TO UTILIZE THE UNIFORM METHOD OF LEVYING, COLLECTING, AND ENFORCING NON-AD VALOREM ASSESSMENTS WHICH MAY BE LEVIED BY THE WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH SECTION 197.3632, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Wind Meadows South Community Development District (the “District”) was established pursuant to the provisions of Chapter 190, *Florida Statutes*, which authorizes the District to levy certain assessments which include benefit and maintenance assessments and further authorizes the District to levy special assessments pursuant to Chapters 170 and 197, *Florida Statutes*, for the acquisition, maintenance, construction, or reconstruction of assessable improvements authorized by Chapter 190, *Florida Statutes*; and

**WHEREAS**, the above referenced assessments are non-ad valorem in nature and, therefore, may be levied and collected under the provisions of Section 197.3632, *Florida Statutes*, in which the State of Florida has provided a uniform method for the levying, collecting, and enforcing such non-ad valorem assessments (the “Uniform Method”); and

**WHEREAS**, the District was originally established by Ordinance No. 2021-10 of the Board of City Commissioners of City of Bartow, Florida (“**Establishing Ordinance**”); and

**WHEREAS**, the boundaries of the District were subsequently amended by Ordinance No. 2022- 22 of the City, effective January 3, 2023 (“**Boundary Amendment Ordinance**”), by adding approximately 114.14 additional acres of land within the boundaries of the District (the “**Expansion Parcels**”); and

**WHEREAS**, the Board has previously adopted Resolution No. 2023-03, declaring the intent to use the Uniform Method over the Expansion Parcels for the levy, collection and enforcement of non-ad valorem special assessments authorized by Section 197.3632, *Florida Statutes*, over certain lands within the District as described therein; and

**WHEREAS**, pursuant to Section 197.3632, *Florida Statutes*, the District has caused notice of a public hearing on the District’s intent to use the Uniform Method to be advertised weekly in a newspaper of general circulation within Polk County for four (4) consecutive weeks prior to such hearing; and

**WHEREAS**, the District has held a public hearing pursuant to Section 197.3632, *Florida Statutes*, where public and landowners were allowed to give testimony regarding the use of the Uniform Method; and

**WHEREAS**, the District desires to use the Uniform Method for the levy, collection and enforcement of non-ad valorem special assessments authorized by Section 197.3632, *Florida Statutes*, for special assessments, including benefit and maintenance assessments, over all lands in the District, including specifically the Expansion Parcels as further described in **Exhibit A**.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD  
OF SUPERVISORS OF THE WIND MEADOWS SOUTH  
COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** The Wind Meadows South Community Development District upon conducting its public hearing as required by Section 197.3632, *Florida Statutes*, hereby expresses its need and intent to use the Uniform Method of collecting assessments imposed by the District over the lands described in **Exhibit A**, as provided in Chapters 170 and 190, *Florida Statutes*, each of which are non-ad valorem assessments which may be collected annually pursuant to the provisions of Chapter 190, *Florida Statutes*, for the purpose of paying principal and interest on any and all of its indebtedness and for the purpose of paying the cost of operating and maintaining its assessable improvements. The legal description of the boundaries of the real property subject to a levy of assessments is attached and made a part of this Resolution as **Exhibit A**. The non-ad valorem assessments and the District's use of the uniform method of collecting its non-ad valorem assessment(s) may continue in any given year when the Board of Supervisors determines that use of the uniform method for that year is in the best interests of the District.

**SECTION 2.** The District's Secretary is authorized to provide the Property Appraiser and Tax Collector of Polk County and the Department of Revenue of the State of Florida with a copy of this Resolution and enter into any agreements with the Property Appraiser and/or Tax Collector necessary to carry out the provisions of this Resolution.

**SECTION 3.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 4.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 8th day of March 2023.

ATTEST:

**WIND MEADOWS SOUTH  
COMMUNITY DEVELOPMENT  
DISTRICT**

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Secretary/Assistant Secretary

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Chairperson, Board of Supervisors

**Exhibit A:** Legal Description of Expansion Parcels

## EXHIBIT A - Legal Description of Expansion Parcels

### **LEGAL DESCRIPTION:**

#### **TRACT "A":**

THAT PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 24 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 26; THENCE SOUTH 89°43'15" WEST ALONG THE NORTH BOUNDARY THEREOF, SAID LINE ALSO BEING THE SOUTH BOUNDARY OF WIND MEADOWS AS RECORDED IN PLAT BOOK 139, PAGES 11-16 OF THE PUBLIC RECORDS OF POLK COUNTY, A DISTANCE OF 765.00 FEET TO THE POINT OF BEGINNING, THE SAME ALSO BEING AT THE INTERSECTION WITH THE WESTERN BOUNDARY OF TRACT "B", WIND MEADOWS SOUTH PHASE ONE AS RECORDED IN PLAT BOOK 191, PAGES 21-29 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE CONTINUE SOUTH 89°43'15" WEST ALONG THE AFORESAID NORTH BOUNDARY OF SECTION 26, A DISTANCE OF 1650.79 FEET TO THE INTERSECTION WITH THE EASTERN BOUNDARY OF TRACT "R" OF THE AFOREMENTIONED WIND MEADOWS SOUTH PHASE ONE; THENCE DEPARTING THE NORTH BOUNDARY OF SECTION 26 AND ALONG THE EASTERN BOUNDARY OF SAID TRACT "R", THE FOLLOWING FIVE (5) COURSES: 1.) SOUTH 00°16'45" EAST, A DISTANCE OF 20.00 FEET TO THE RADIAL INTERSECTION WITH A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 185.00 FEET; THENCE 2.) SOUTHERLY AND EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 226°20'48" (CHORD = 340.15 FEET, CHORD BEARING = SOUTH 23°27'09" EAST) FOR A DISTANCE OF 730.84 FEET; THENCE 3.) DEPARTING SAID CURVE ALONG A NON-RADIAL LINE NORTH 75°22'09" EAST, A DISTANCE OF 61.92 FEET; THENCE 4.) SOUTH 48°34'16" EAST, A DISTANCE OF 113.35 FEET; THENCE 5.) SOUTH 41°25'44" WEST, A DISTANCE OF 218.58 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF QUIET QUAIL BOULEVARD OF THE AFOREMENTIONED WIND MEADOWS SOUTH PHASE ONE; THENCE EASTERLY ALONG SAID RIGHT-OF-WAY AND THE BOUNDARY OF SAID WIND MEADOWS SOUTH PHASE ONE, THE FOLLOWING ELEVEN (11) COURSES: 1.) SOUTH 48°34'16" EAST, A DISTANCE OF 50.00 FEET TO THE RADIAL INTERSECTION WITH A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE 2.) SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 70°31'44" (CHORD = 28.87 FEET, CHORD BEARING = SOUTH 06°09'53" WEST) FOR A DISTANCE OF 30.77 FEET TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 125.00 FEET; THENCE 3.) SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 49°01'07" (CHORD = 103.71 FEET, CHORD BEARING = SOUTH 04°35'26" EAST) FOR A DISTANCE OF 106.94 FEET TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE 4.) SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 68°29'23" (CHORD = 28.14 FEET, CHORD BEARING = SOUTH 14°19'34" EAST) FOR A DISTANCE OF 29.88 FEET TO THE POINT OF TANGENCY; THENCE 5.) SOUTH 48°34'16" EAST, A DISTANCE OF 36.42 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 785.00 FEET; THENCE 6.) EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 62°00'00" (CHORD = 808.61 FEET, CHORD BEARING = SOUTH 79°34'16" EAST) FOR A DISTANCE OF 849.45 FEET TO THE POINT OF TANGENCY; THENCE 7.) NORTH 69°25'44" EAST, A DISTANCE OF 393.39 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE 8.) NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 68°29'23" (CHORD = 28.14 FEET, CHORD BEARING = NORTH 35°11'03" EAST) FOR A DISTANCE OF 29.88 FEET TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 125.00 FEET; THENCE 9.) NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 49°01'07" (CHORD = 103.71 FEET, CHORD BEARING = NORTH 25°26'54" EAST) FOR A DISTANCE OF 106.94 FEET TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00; THENCE 10.) NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 70°31'44" (CHORD = 28.87 FEET, CHORD BEARING = NORTH 14°41'36" EAST) FOR A DISTANCE OF 30.77 FEET; THENCE 11.) DEPARTING SAID CURVE ALONG A RADIAL LINE, NORTH 69°25'44" EAST, A DISTANCE OF 50.00 FEET TO THE INTERSECTION WITH THE WESTERN BOUNDARY OF TRACT "B" OF SAID WIND MEADOWS SOUTH PHASE ONE; THENCE NORTHERLY ALONG THE WESTERN BOUNDARY OF SAID TRACT "B" THE FOLLOWING FIVE (5) COURSES: 1.) NORTH 20°34'16" WEST, A DISTANCE OF 129.32 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 125.00 FEET; THENCE 2.) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 19°03'06" (CHORD = 41.37 FEET, CHORD BEARING = NORTH 30°05'49" WEST) FOR A DISTANCE OF 41.56 FEET; THENCE 3.) DEPARTING SAID CURVE ALONG A NON-TANGENT, NON-RADIAL LINE, NORTH 34° 25'44" EAST, A DISTANCE OF 129.81 FEET; THENCE 4.) NORTH 24°25'05" EAST, A DISTANCE OF 333.54 FEET; THENCE 5.) NORTH 14°00'00" EAST, A DISTANCE OF 60.00 FEET TO THE NORTH BOUNDARY OF THE AFOREMENTIONED SECTION 26 AND THE POINT OF BEGINNING.

{Legal Description Continues}

**LEGAL DESCRIPTION: CONTINUED**

SAID PARCEL CONTAINS WITHIN ITS BOUNDARIES PORTIONS OF LOTS 2, 3, 4, 13, 14 AND 15 IN THE NORTHEAST 1/4 OF THE AFORESAID SECTION 26, OF W.F. HALLAM AND COMPANY'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS, AS RECORDED IN PLAT BOOK 1, PAGE 102 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

CONTAINS 29.58 ACRES, MORE OR LESS.

TOGETHER WITH

**TRACT "B":**

THAT PART OF THE NORTH 3/4 OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 24 EAST, POLK COUNTY, FLORIDA LYING WEST OF AND CONTIGUOUS WITH THE WESTERN BOUNDARY OF WIND MEADOWS SOUTH PHASE ONE AS RECORDED IN PLAT BOOK 191, PAGES 21-29 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 25, THE SAME ALSO BEING THE NORTHEAST CORNER OF SAID SECTION 26; THENCE SOUTH 89°40'24" EAST, ALONG THE NORTH BOUNDARY OF SAID SECTION 25, ALSO BEING THE SOUTH BOUNDARY OF WIND MEADOWS AS RECORDED IN PLAT BOOK 139, PAGES 11-16 OF THE PUBLIC RECORDS OF POLK COUNTY FLORIDA, A DISTANCE OF 1282.92 FEET TO THE WEST RIGHT-OF-WAY OF E.F. GRIFFIN ROAD; THENCE SOUTH 00°34'16" EAST, ALONG SAID WEST RIGHT-OF-WAY A DISTANCE OF 1891.60 FEET TO THE SOUTH BOUNDARY OF THE NORTH 550 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE AFORESAID SECTION 25; THENCE NORTH 89°41'23" WEST, ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 574.72 FEET TO THE EAST BOUNDARY OF THE WEST 45 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE AFORESAID SECTION 25; THENCE SOUTH 00°34'57" EAST, ALONG SAID EAST BOUNDARY, A DISTANCE OF 120.04 FEET TO THE SOUTH BOUNDARY OF THE NORTH 3/4 OF THE NORTHWEST 1/4 OF THE AFOREMENTIONED SECTION 25; THENCE NORTH 89°45'29" WEST, ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 707.49 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25, THE SAME ALSO BEING THE SOUTHEAST CORNER OF THE NORTH 3/4 OF THE NORTHEAST 1/4 OF THE AFOREMENTIONED SECTION 26; THENCE SOUTH 89°45'20" WEST, ALONG THE SOUTH BOUNDARY OF THE NORTH 3/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26, A DISTANCE OF 2662.82 FEET TO THE SOUTHWEST CORNER THEREOF, THE SAME ALSO BEING THE SOUTHEAST CORNER OF THE NORTH 3/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26; THENCE SOUTH 89°44'20" WEST, ALONG SOUTH BOUNDARY OF THE NORTH 3/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26, A DISTANCE OF 586.17 FEET TO THE SOUTHWEST CORNER OF THE AFOREMENTIONED WIND MEADOWS SOUTH PHASE ONE AND THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH BOUNDARY AND ALONG THE WESTERN BOUNDARY OF THE AFORESAID WIND MEADOWS SOUTH PHASE ONE THE FOLLOWING TWELVE (12) COURSES: 1.) NORTH 00°15'40" WEST, A DISTANCE OF 120.24 FEET; THENCE 2.) NORTH 41°25'44" EAST, A DISTANCE OF 495.64 FEET; THENCE 3.) NORTH 48°34'16" WEST, A DISTANCE OF 125.00 FEET; THENCE 4.) NORTH 41°25'44" EAST, A DISTANCE OF 435.00 FEET; THENCE 5.) NORTH 48°34'16" WEST, A DISTANCE OF 50.00 FEET TO THE RADIAL INTERSECTION WITH A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE 6.) NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 90°00'00" (CHORD = 35.36 FEET, CHORD BEARING = NORTH 03°34'16" WEST) FOR A DISTANCE OF 39.27 FEET; THENCE 7.) DEPARTING SAID CURVE ALONG A RADIAL LINE, NORTH 41°25'44" EAST, A DISTANCE OF 50.00 FEET TO THE RADIAL INTERSECTION WITH A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 25.00 FEET; THENCE 8.) EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 90°00'00" (CHORD = 35.36 FEET, CHORD BEARING = NORTH 86°25'44" EAST) FOR A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE 9.) NORTH 41°25'44" EAST, A DISTANCE OF 100.00 FEET; THENCE 10.) NORTH 48°34'16" WEST, A DISTANCE OF 150.58 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 550.00 FEET; THENCE 11.) NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE/DELTA OF 24°40'35" (CHORD = 235.05 FEET, CHORD BEARING = NORTH 60°54'33" WEST) FOR A DISTANCE OF 236.88 FEET; THENCE 12.) DEPARTING SAID CURVE ALONG A NON-TANGENT, NON-RADIAL LINE, NORTH 00°19'03" WEST, A DISTANCE OF 44.23 FEET TO THE NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE AFOREMENTIONED SECTION 26; THENCE DEPARTING THE WESTERN BOUNDARY OF SAID WIND MEADOWS SOUTH PHASE ONE SOUTH 89°40'57" WEST ALONG THE NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26, A DISTANCE OF 392.22 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE

{Legal Description Continues}

**LEGAL DESCRIPTION: CONTINUED**

NORTHWEST 1/4 OF SAID SECTION 26; THENCE NORTH 00°38'54" WEST ALONG THE EAST BOUNDARY THEREOF A DISTANCE OF 670.09 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 89°39'15" WEST ALONG THE NORTH BOUNDARY THEREOF A DISTANCE OF 665.72 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 00°39'28" EAST ALONG THE WEST BOUNDARY THEREOF A DISTANCE OF 669.77 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26; THENCE SOUTH 89°40'57" WEST ALONG THE NORTH BOUNDARY OF SAID SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, A DISTANCE OF 1331.21 FEET TO THE NORTHWEST CORNER OF SAID SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26; THENCE SOUTH 00°40'36" EAST ALONG THE WEST BOUNDARY OF SAID SECTION 26, A DISTANCE OF 1338.22 FEET TO THE SOUTHWEST CORNER OF THE NORTH 3/4 OF SAID SECTION 26; THENCE NORTH 89°44'20" EAST ALONG THE SOUTH BOUNDARY OF THE NORTH 3/4 OF SAID SECTION 26, A DISTANCE OF 2075.39 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS WITHIN ITS BOUNDARIES LOTS 9, 10, AND 24 IN THE NORTHWEST 1/4 OF THE AFORESAID SECTION 26, OF W.F. HALLAM AND COMPANY'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS, AS RECORDED IN PLAT BOOK 1, PAGE 102 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

CONTAINS 83.95 ACRES, MORE OR LESS.

TOGETHER WITH

**TRACT "C"**

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST AND THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 24 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 26, THE SAME ALSO BEING THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26 AND ALSO THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23 AND ALSO THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 23; THENCE NORTH 89°43'15" EAST ALONG THE SOUTH BOUNDARY OF SAID SECTION 23, A DISTANCE OF 30.00 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, NORTH 00°39'14" WEST A DISTANCE OF 308.00 FEET; THENCE SOUTH 89°20'46" WEST A DISTANCE OF 60.00 FEET; THENCE SOUTH 00°39'14" EAST A DISTANCE OF 464.32 FEET TO POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 595.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 18°14'38" (CHORD = 188.66 FEET, CHORD BEARING = SOUTH 09°46'33" EAST) FOR A DISTANCE OF 189.46 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH THE EAST BOUNDARY OF THE AFOREMENTIONED NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26; THENCE DEPARTING SAID CURVE AND ALONG THE SAID EAST BOUNDARY, NORTH 00°38'19" WEST, A DISTANCE OF 342.78 FEET TO THE POINT OF BEGINNING.

CONTAINING: 26,901.25 SQUARE FEET (0.61 ACRE), MORE OR LESS.

## SECTION B

# SECTION 1

## RESOLUTION 2023-10

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENITY POLICIES AND RATES INCLUDING SUSPENSION AND TERMINATION POLICIES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Wind Meadows South Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, Chapters 120 and 190, *Florida Statutes*, authorize the District to adopt rules, rates, charges and fees to govern the administration of the District and defray costs of operation and to adopt resolutions as may be necessary for the conduct of District business; and

**WHEREAS**, the Board of Supervisors (“Board”) finds that it is in the best interests of the District to adopt by resolution the Amenity Policies and Rates (together, “Amenity Rules”), attached hereto as **Exhibit A** for immediate use and application; and

**WHEREAS**, the Board further finds that the imposition of fees for utilization of the recreation facilities and related services is necessary in order to provide for the expenses associated with the operation and maintenance of the recreation facilities and is in the best interests of the District; and

**WHEREAS**, the Board finds that the fee structure outlined in **Exhibit A** is just and equitable having been based upon (i) the amount of service furnished; and (ii) other factors affecting the use of the facilities furnished; and

**WHEREAS**, the Board has complied with applicable Florida law concerning rule development and adoption, including holding the requisite public hearing.

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** The attached Amenity Rules are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Amenity Rules shall stay in full force and effect until such time as they are otherwise amended by the Board.

**SECTION 2.** The fees in **Exhibit A** are just and equitable and have been based upon (i) the amount of service furnished; and (ii) other factors affecting the use of the facilities furnished.

**SECTION 3.** Fees for use of the District’s recreation facilities and services are adopted in accordance with **Exhibit A** for the purpose of providing revenues to maintain the operation and maintenance of the facilities, and are hereby ratified, approved and confirmed.

**SECTION 4.** If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 5.** This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 8th day of March 2023.

ATTEST:

**WIND            MEADOWS            SOUTH  
COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

---

Chairperson, Board of Supervisors

**Exhibit A:**    Amenity Policies and Rates

## **EXHIBIT A**

# **WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT**

## **AMENITY POLICIES AND RATES**

**ADOPTED – MARCH 8, 2023 <sup>1</sup>**

<sup>1</sup> LAW IMPLEMENTED: SS. 190.011, 190.035, FLA. STAT. (2021); in accordance with Chapter 190 of the Florida Statutes, and on March 8, 2023 at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Wind Meadows South Community Development District adopted the following rules, policies and rates governing the operation of the District's facilities and services.

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## DEFINITIONS

**“Amenities” or “Amenity Facilities”**– shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to swimming pool, pool deck, tot lot, and playground, together with their appurtenant facilities and areas.

**“Amenity Policies” or “Policies” and “Amenity Rates”** – shall mean these Amenity Policies and Rates of the Wind Meadows South Community Development District, as amended from time to time. The Board of Supervisors reserves the right to amend or modify these Policies, as necessary and convenient, in their sole and absolute discretion, and will notify Patrons of any changes. Patrons may obtain the currently effective Policies from the District Manager’s Office. The Board of Supervisors and District Staff shall have full authority to enforce the Amenity Policies.

**“Amenity Manager”** – shall mean the District Manager or that person or firm so designated by the District’s Board of Supervisors, including their employees.

**“Amenity Rates”** – shall mean those rates and fees established by the Board of Supervisors of the Wind Meadows South Community Development District as provided in **Exhibit A** attached hereto.

**“Access Card”** – shall mean an electronic Access Card issued by the District Manager to each Patron (as defined herein) to access the Amenity Facilities.

**“Board of Supervisors” or “Board”** – shall mean the Board of Supervisors of the Wind Meadows South Community Development District.

**“District”** – shall mean the Wind Meadows South Community Development District.

**“District Staff”** – shall mean the professional management company with which the District has contracted to provide management services to the District, the Amenity Manager, and District Counsel.

**“Guest”** – shall mean any person or persons, other than a Resident or Non-Resident Patron, who are expressly authorized by the District to use the Amenities, or invited for a specific visit by a Patron to use the Amenities.

**“Homeowners Association” or “HOA” or “POA”** – shall mean an entity or entities, including its/their employees and agents, which may have jurisdiction over lands located within the District, either now or in the future, which may exist to aid in the enforcement of deed restrictions and covenants applicable to lands within the District.

**“Household”** – shall mean a residential unit or a group of individuals residing within a Resident’s home. ***This does not include visiting friends, guests, relatives or extended family not permanently residing in the home.*** Upon District’s request, proof of residency for individuals over the age of eighteen (18) years may be required by driver’s license or state or federal issued form of identification, including a signed affidavit of residency.

**“Lakes” or “Ponds”** – shall mean those water management and control facilities and waterways within the District, including but not limited stormwater management facilities, lakes and ponds.

**“Non-Resident”** – shall mean any person who does not own property within the District.

**“Non-Resident Patron”** – shall mean any person or Household not owning property in the District who is paying the Annual User Fee to the District for use of all Amenity Facilities.

**“Non-Resident User Fee” or “Annual User Fee”** – shall mean the fee established by the District for any person that is not a Resident and wishes to become a Non-Resident Patron. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action.

**“Patron”** – shall mean Residents, Guests, Non-Resident Patrons and Renters.

**“Renter”** – shall mean a tenant, occupant or an individual maintaining his or her residence in a home located within the District pursuant to a valid rental or lease agreement. Proof of valid rental or lease agreement shall be required.

**“Resident”** – shall mean any person or Household owning property within the District, or any Renter who has been approved for issuance of an Access Card.

The words "hereof," "herein," "hereto," "hereby," “hereinafter” and "hereunder" and variations thereof refer to the entire Amenity Policies and Rates.

All words, terms and defined terms herein importing the singular number shall, where the context requires, import the plural number and vice versa.

## AMENITIES ACCESS AND USAGE

- (1) **General.** Only Patrons have the right to use the Amenities; provided, however, that certain community programming events may be available to the general public where permitted by the District, and subject to payment of any applicable fees and satisfaction of any other applicable requirements, including adherence to these Amenity Policies and execution of waivers and hold harmless agreements, if any.
- (2) **Use at your Own Risk.** *All persons using the Amenities do so at their own risk and agree to abide by the Amenity Policies. The District shall assume no responsibility and shall not be liable in any incidents, accidents, personal injury or death, or damage to or loss of property arising from the use of the Amenities or from the acts, omissions or negligence of other persons using the Amenities.*
- (3) **Resident Access and Usage.** Residents are permitted to access and use the Amenities in accordance with the policies and rules set forth herein, and are not responsible for paying the Annual Non-Resident User Fee set forth herein. In order to fund the operation, maintenance and preservation of the facilities, projects and services of the District, the District levies maintenance special assessments payable by property owners within the District, in accordance with the District's annual budget and assessment resolutions adopted each fiscal year, and may additionally levy debt service assessments payable by property owners to repay debt used to finance public improvements. Residents shall not be entitled to a refund of any maintenance special assessments or debt service special assessments due to closure of the Amenities or suspension of that Resident's access privileges. Residents must complete the "Amenity Access Registration Form" prior to access or use of the Amenities, attached hereto as **Exhibit B**, and receive an Access Card.
- (4) **Non-Resident Patron Access and Usage.** A Non-Resident Patron must pay the Annual Non-Resident User Fee to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual Non-Resident User Fee shall be paid in full on the anniversary date of application. Annual Non-Resident User Fees may be renewed no more than thirty (30) days in advance of the date of expiration and for no more than one calendar year. Multi-year memberships are not available. The Annual Non-Resident User Fee is nonrefundable and nontransferable. Non-Resident Patrons must complete the Amenity Facilities Access Registration Form prior to access or use of the Amenities.
- (5) **Guest Access and Usage.** Each Patron Household is entitled to bring four (4) persons as Guests to the Amenities at one time. District Staff shall be authorized to verify and enforce the authorized number of Guests. A Patron must always accompany its Guests during its Guests' use of the Amenities and are responsible for all actions, omissions and negligence of such Guests, including Guests' adherence to the Amenity Policies. Violation of these Amenity Policies by a Guest may result in suspension or termination of the Patron's access and usage privileges. *Exceeding the authorized number of Guests specified above shall be grounds for suspension or termination of a Patron Household's access and usage privileges.*
- (6) **Renter's Privileges.** Residents who rent or lease residential units in the District shall have the right to designate the Renter of a residential unit as the beneficial users of the Resident's privileges to use the Amenities, subject to requirements stated herein.

Resident shall provide a written notice to the District Manager designating and identifying the Renter who shall hold the beneficial usage rights, submitting with such notice the Renter's proof of residency (i.e., a copy of the lease agreement). Upon notice, Resident shall be required to pay any applicable fee before his or her Renter receives an Access Card. Renter's Access Card shall expire at the end of the lease term and may be reactivated upon provision of proof of residency.

Renter who is designated by a Resident as the beneficial user of the Resident's rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the Resident, subject to all

Amenity Policies. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities. In other words, Renter's and Resident's cannot simultaneously hold Amenity privileges associated with that residential unit. Residents may retain their Amenities rights in lieu of granting them to their Renters.

Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedures established by the District. Residents are responsible for the deportment of their respective Renter, including the Renter's adherence to the Amenity Policies.

- (7) **Access Cards.** Access Cards will be issued to each Household at the time they are closing upon property within the District, or upon approval of Non-Resident Patron application and payment of applicable Annual User Fee, or upon verification and approval of Renter designation. Proof of property ownership may be required annually. All Patrons must use their Access Card for entrance to the Amenities. A maximum of two (2) Access Cards will be issued per Household.

All Patrons must use their Access Cards for entrance to the Amenity Facilities. Each Household will be authorized two (2) initial Access Cards free of charge after which a fee shall be charged for each additional Access Card in accordance with the Amenity Rates then in effect.

Patrons must scan their Access Cards in the card reader to gain access to the Amenities. This Access Card system provides a security and safety measure for Patrons and protects the Amenities from non-Patron entry. Under no circumstances shall a Patron provide their Access Card to another person, whether Patron or non-Patron, to allow access to the Amenities, and under no circumstances shall a Patron intentionally leave doors, gates, or other entrance barriers open to allow entry by non-Patrons

Access Cards are the property of the District and are non-transferable except in accordance with the District's Amenity Policies. All lost or stolen cards must be reported immediately to District Staff. Fees shall apply to replace any lost or stolen cards.

## GENERAL AMENITY POLICIES

- (1) **Hours of Operation.** All hours of operation of the Amenities will be established and published by the District on its website and/or posted at the applicable Amenity facility. The District may restrict access or close some or all of the Amenities due to inclement weather, for purposes of providing a community activity, for making improvements, for conducting maintenance, or for other purposes as circumstances may arise. Any programs or activities of the District may have priority over other users of the Amenities. Unless otherwise posted on the website or at the applicable Amenity facility, all outdoor Amenities are open only from dawn until dusk. The specific, current hours of operation for several of the Amenities, which may be amended from time to time and which may be subject to closure for holidays and other special circumstances, are as published on the District's website and/or as posted at the applicable Amenity facility. No Patron is allowed in the service areas of the Amenities.
- (2) **General Usage Guidelines.** The following guidelines supplement specific provisions of the Amenity Policies and are generally applicable and shall govern the access and use of the Amenities:
  - (a) **Registration and Access Cards.** Each Patron must scan in an Access Card in order to access the Amenities and must have his or her assigned Access Card in their possession and available for inspection upon District Staff's request. Access Cards are only to be used by the Patron to whom they are issued. In the case of Guests, Guests must be accompanied by a Patron possessing a valid Access Card at all times.
  - (b) **Attire.** With the exception of the pool and wet areas where bathing suits are permitted, Patrons must be properly attired with shirts and shoes to use the Amenities for each facility's intended use. Bathing suits and wet feet are not allowed indoors with the exception of the bathrooms appurtenant to the pool area.
  - (c) **Food and Drink.** Food and drink will be limited to designated areas only. No glass containers of any type are permitted at any of the Amenities. All persons using any of the Amenities must keep the area clean by properly disposing of trash or debris.
  - (d) **Parking and Vehicles.** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, pond banks, roadsides, or in any way which blocks the normal flow of traffic. During special events, alternative parking arrangements may be authorized but only as directed by District Staff. Off-road bikes/vehicles (including ATVs) and motorized scooters are prohibited on all property owned, maintained and operated by the District or at any of the Amenities within District unless they are owned by the District.
  - (e) **Fireworks/Flames.** Fireworks and open flames of any kind are not permitted anywhere on District-owned property or adjacent areas.
  - (f) **Skateboards, Etc.** Bicycles, skateboards or rollerblades are not permitted on Amenity property which includes, but is not limited to, the amenity parking lot, pool area, open fields, playground area and sidewalks surrounding these areas.
  - (g) **Grills.** Personal barbeque grills are not permitted at the Amenities or on any other District-owned property.
  - (h) **Firearms.** Firearms are not permitted in any of the Amenities or on any District property in each case to the extent such prohibitions are permitted under Florida law. Among other prohibitions, no firearms may be carried to any meeting of the District's Board of Supervisors.
  - (i) **Equipment.** All District equipment, furniture and other tangible property must be returned in good condition after use. Patrons are encouraged to notify District Staff if such items need repair, maintenance or cleaning.
  - (j) **Littering.** Patrons are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.

- (k) **Bounce Houses and Other Structures.** The installation and use of bounce houses and similar apparatus is prohibited on District property. No exceptions will be made.
- (l) **Excessive Noise.** Excessive noise that will disturb other Patrons is not permitted, including but not limited to use of cellular phones and speakers of any kind that amplify sound.
- (m) **Lost or Stolen Property.** The District is not responsible for lost or stolen items. The Amenity Manager is not permitted to hold valuables or bags for Patrons. All found items should be turned in to the Amenity Manager for storage in the lost and found. Items will be stored in the lost and found for two weeks after which District Staff shall dispose of such items in such manner as determined in its sole discretion; provided, however, that District Staff shall not be permitted to keep such items personally or to give such items to a Patron not otherwise claiming ownership.
- (n) **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
- (o) **Compliance with Laws and District Rules and Policies.** All Patrons shall abide by and comply with all applicable federal, state and local laws, rules, regulations, ordinances and policies, as well as all District rules and policies, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same. Failure to abide by any of the foregoing may be a basis for suspension or termination of the Patron's privileges to use or access the Amenities.
- (p) **Courtesy.** Patrons and all users shall treat all staff members and other Patrons and Guests with courtesy and respect. Disrespectful or abusive treatment of District Staff or District contractors may result in suspension or termination of Amenity access and usage privileges. If District Staff requests that a Patron leave the Amenity Facilities due to failure to comply with these rules and policies, or due to a threat to the health, safety, or welfare, failure to comply may result in immediate suspension or termination of Amenity access and usage privileges.
- (q) **Profanity/Obscenity.** Loud, profane, abusive, or obscene language or behavior is prohibited.
- (r) **Emergencies.** In the event of an injury or other emergency, please contact 911 and alert District Staff immediately.
- (s) **False Alarms.** Any Patron improperly attempting to enter the Amenity Facilities outside of regular operating hours or without the use of a valid Access Card and who thereby causes a security alert will be responsible for the full amount of any fee charged to the District in connection with such security alert and related response efforts.
- (t) **Outside Vendors/Commercial Activity.** Outside vendors and commercial activity are prohibited on District property unless they are invited by the District as part of a District event or program or as authorized by the District in connection with a rental of the Amenity Facilities.

## SMOKING, DRUGS AND ALCOHOL

Smoking, including using any paraphernalia designed to consume tobacco or other substances such as vaping and electric and non-electronic devices, is prohibited anywhere inside the Amenity Facilities, including any building, or enclosed or fenced area to the maximum extent of the prohibitions set forth in the Florida Clean Indoor Air Act or other subsequent legislation. Additionally, to the extent not prohibited by law, smoking is discouraged in all other areas of the Amenities and on District owned property. All waste must be disposed of in the appropriate receptacles. Any violation of this policy shall be reported to District Staff.

Possession, use and/or consumption of illegal drugs or alcoholic beverages is prohibited at the Amenities and on all other District owned property. Any person that appears to be under the influence of drugs or alcohol will be asked to leave the Amenities. Violation of this policy may result in suspension or termination of Amenity access and usage privileges and illegal drug use may be punished to the maximum extent allowed by law.

## SERVICE ANIMAL POLICY

Dogs or other pets (with the exception of “Service Animals” as defined by Florida law, trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual or other mental disability) are not permitted within any District-owned public accommodations including, but not limited to, Amenity buildings (offices, social halls and fitness center), pools, various sport courts and other appurtenances or related improvements. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal’s work or tasks or the individual’s disability prevents doing so. The District may remove the Service Animal only under the following conditions:

- If the Service Animal is out of control and the handler does not take effective measures to control it;
- If the Service Animal is not housebroken; or,
- If the Service Animal’s behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual’s disability to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

## SWIMMING POOL POLICIES

- (1) **Operating Hours.** Swimming is permitted only during designated hours, as posted at the pool. Swimming after dusk is prohibited by the Florida Department of Health.
- (2) **Swim at Your Own Risk.** No Lifeguards will be on duty. All persons using the pool do so at their own risk and must abide by all swimming pool rules and policies.
- (3) **Supervision of Minors.** Minors fourteen (14) years of age or under must be accompanied by, and supervised by, an adult at least eighteen (18) years of age at all times for usage of the pool. All children five (5) years of age or younger, as well as all children who are unable to swim by themselves, must be supervised by a responsible individual eighteen (18) years of age or older, always within arm's length when on the pool deck or in the pool. All children, regardless of age, using inflatable armbands (i.e., water wings) or any approved Coast Guard flotation device **MUST** be supervised one-on-one by an adult who is in the water and within arm's length of the child.
- (4) **Aquatic Toys and Recreational Equipment.** No flotation devices are allowed in the pool except for water wings and swim rings used by small children, under the direct supervision of an adult as specified in Section (3) immediately above. Inflatable rafts, balls, pool floats and other toys and equipment are prohibited.
- (5) **Prevention of Disease.** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters, nasal or ear discharge may not use the pool. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.
- (6) **Attire.** Appropriate swimming attire (swimsuits) must be worn at all times. No thongs or Brazilian bikinis are allowed. Wearing prohibited attire will result in immediate expulsion from the pool area.
- (7) **Horseplay.** No jumping, pushing, running, wrestling, excessive splashing, sitting or standing on shoulders, spitting water, or other horseplay is allowed in the pool or on the pool deck area.
- (8) **Diving.** Diving is strictly prohibited at the pool. Back dives, back flips, back jumps, cannonball splashing or other dangerous actions are prohibited.
- (9) **Weather.** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty (30) minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning.
- (10) **Pool Furniture; Reservation of Tables or Chairs.** Tables and chairs may not be removed from the pool deck. Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them except temporarily to allow the the Patron using them to enter the pool or use the restroom facilities.
- (11) **Entrances.** Pool entrances must be kept clear at all times.
- (12) **Pollution.** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
- (13) **Swim Diapers.** Children under the age of three (3) years, and anyone who is not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste contaminating the swimming pool and deck area. If contamination occurs, the pool will be shocked and closed for a period of at least twelve (12) hours. Persons not abiding by this policy shall be responsible for any costs incurred in treating and reopening the pool.
- (14) **Staff Only.** Only authorized staff members and contractors are allowed in the service and chemical storage areas. Only authorized staff members and contractors may operate pool equipment or use pool chemicals.
- (15) **Pool Closure.** In addition to Polk County and the State of Florida health code standards for pools and pool facilities, and as noted above, the pool may be closed for the following reasons:

- During severe weather conditions (heavy rain, lightning and thunder) and warnings, especially when visibility to the pool bottom is compromised (deck also closed).
  - For thirty (30) minutes following the last occurrence of thunder or lightning (deck also closed).
  - Operational and mechanical treatments or difficulties affecting pool water quality.
  - For a reasonable period following any mishap that resulted in contamination of pool water.
  - Any other reason deemed to be in the best interests of the District as determined by District staff.
- (16) **Containers.** No glass, breakable items, or alcoholic beverages are permitted in the pool area. No food or chewing gum is allowed in the pool.
- (17) **No Private Rentals.** The pool area is not available for rental for private events. All pool rules and limitations on authorized numbers of Guests remain in full affect at all times.
- (18) **Programming.** District Staff reserves the right to authorize all programs and activities, including with regard to the number of guest participants, equipment, supplies, usage, etc., conducted at the pool, including swim lessons, aquatic/recreational programs and pool parties. Any organized activities taking place at the Amenity Center must first be approved by the District.

## DOG PARK POLICIES

**The Dog Park is restricted to use only by Patrons of the District and their guests. ALL OTHER PERSONS ARE CONSIDERED TRESPASSERS AND MAY BE PROSECUTED AS SUCH UNDER FLORIDA LAW.**

- (1) Dogs must be on leashes at all times, except within the Dog Park area.
- (2) Dogs inside the Dog Park must be under voice control by their handler at all times. If voice control is not possible, do not enter the Dog Park.
- (3) Dog handler must have the leash with them at all times.
- (4) Dogs may not be left unattended and must be within unobstructed sight of the dog handler.
- (5) Dogs must be vaccinated and wear a visible rabies and license tag at all times.
- (6) Limit of 3 dogs per ADULT dog handler.
- (7) Puppies under four months of age should not enter the Dog Park.
- (8) Children under the age of twelve (12) are not permitted within the Dog Park area.
- (9) Dog handlers are responsible for the behavior of their animals.
- (10) Aggressive dogs are not allowed in the Dog Park. Any dogs showing signs of aggression should be removed from the Dog Park immediately.
- (11) Female dogs in heat are not permitted in the Dog Park.
- (12) Human or dog food inside the Dog Park is prohibited.
- (13) Dog handlers must clean up any dog droppings made by their pets.
- (14) Dog handlers must fill in any holes made by their pets.
- (15) Please do not brush or groom pets inside the Dog Park. The Dog Park is for play time.
- (16) Only licensed and insured dog trainers will be permitted to do training at the Dog Park. Owner must register trainer with the District prior to working with the dog.
- (17) The Dog Park is a designated “No Smoking” area.

### **USE OF THE DOG PARK IS AT PATRON’S OWN RISK**

Use of the Dog Park is voluntary and evidences your waiver of any claims against the District resulting from activities occurring at the Dog Park. The District is not responsible for any injury or harm caused by use of the Dog Park.

## PLAYGROUND POLICIES

- (1) **Use at Own Risk.** Patrons may use the playgrounds and parks at their own risk and must comply with all posted signage.
- (2) **Hours of Operation.** Unless otherwise posted, all playground and park hours are from dawn to dusk.
- (3) **Supervision of Children.** Supervision by an adult eighteen (18) years and older is required for children fourteen (14) years of age or under. Children must always remain within the line of sight of the supervising adult. All children are expected to play cooperatively with other children.
- (4) **Shoes.** Proper footwear is required and no loose clothing, especially with strings, should be worn.
- (5) **Mulch.** The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.
- (6) **Food & Drink.** No food, drinks or gum are permitted on the playground, other than such water in non-breakable containers as may be necessary for reasonable hydration but are permitted at the parks. Patrons and Guests are responsible for clean-up of any food or drinks brought by them to the parks.
- (7) **Glass.** No glass containers or objects are permitted. Patrons should notify District Staff if broken glass is observed at the playground or parks.

## LAKES AND PONDS POLICIES

Lakes and Ponds (used interchangeably and reference to one shall implicate the other) within the District primarily function as retention ponds to facilitate the District's system for treatment and attenuation of stormwater run-off and overflow. As a result, contaminants may be present in the water. These policies are intended to limit contact with such contaminants and ensure the continued operations of the Ponds while allowing limited recreational use of the same.

- (1) Users of District Lakes shall not engage in any conduct or omission that violates any ordinance, resolution, law, permit requirement or regulation of any governmental entity relating to the District Lakes.
- (2) Wading and swimming in District Lakes are prohibited.
- (3) Patrons may fish from District Lakes. However, the District has a "catch and release" policy for all fish caught in these waters.
- (4) Pets are not allowed in the District Lakes.
- (5) Owners of property lying contiguous to the District Lakes shall take such actions as may be necessary to remove underbrush, weeds or unsightly growth from the Owner's property that detract from the overall beauty, setting and safety of the property.
- (6) No docks or other structures, whether permanent or temporary, shall be constructed and placed in or around the District Lakes or other District stormwater management facilities unless properly permitted and approved by the District and other applicable governmental agencies.
- (7) No pipes, pumps or other devices used for irrigation, or the withdrawal of water shall be placed in or around the District Lakes, except by the District.
- (8) No foreign materials may be disposed of in the District Lakes, including, but not limited to tree branches, paint, cement, oils, soap suds, building materials, chemicals, fertilizers, or any other material that is not naturally occurring or which may be detrimental to the Lake environment.
- (9) Easements through residential backyards along the community's stormwater management system are for maintenance purposes only and are not general grants for access for fishing or any other recreational purpose. Access to residents' backyards via these maintenance easements is prohibited. Unless individual property owners explicitly grant permission for others to access their backyards, entering their private property can be considered trespassing. Please be considerate of the privacy rights of other residents.
- (10) Beware of wildlife - water moccasins and other snakes, alligators, snapping turtles, birds and other wildlife which may pose a threat to your safety are commonly found in stormwater management facilities in Florida. Wildlife may neither be removed from nor released into the District Lakes; notwithstanding the foregoing, nuisance alligators posing a threat to the health, safety and welfare may be removed by a properly permitted and licensed nuisance alligator trapper, in accordance with all applicable state and local laws, rules, ordinances and policies including but not limited to rules promulgated by the Florida Fish and Wildlife Conservation Commission ("FWC"). Anyone concerned about an alligator is encouraged to call FWC's toll-free Nuisance Alligator Hotline at 866-FWC-GATOR (866-392-4286).
- (11) Any hazardous condition concerning the District Lakes must immediately be reported to the District Manager and the proper authorities.

## SUSPENSION AND TERMINATION OF PRIVILEGES

- (1) **General Policy.** All persons using the Amenities and entering District property shall comply with the Amenity Policies established for the safe operations and maintenance of the District's Amenities. To protect the rights and privileges of rule-abiding Patrons, inappropriate behavior by Patrons will not be tolerated.
- (2) **Suspension of Access and Use Privileges.** The District, through its Board, District Manager, Amenity Manager and District Counsel, shall have the right to restrict, suspend or terminate the Amenity privileges of any person to use the Amenities for any of the following behavior:
  - Submits false information on any application for use of the Amenities;
  - Permits the unauthorized use of an Access Card;
  - Exhibits unsatisfactory behavior, deportment or appearance;
  - Fails to pay amounts owed to the District in a proper and timely manner;
  - Fails to abide by any District rules or policies (e.g., Amenity Policies);
  - Treats the District's supervisors, staff, general/amenity management, contractors or other representatives, or other Patrons, in an unreasonable or abusive manner;
  - Damages or destroys District property; or
  - Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors or other representatives, or other residents or guests.
- (3) **Authority of District Staff.** District Staff or their designee, may immediately remove any person from one or all Amenities if any of the above-referenced behaviors are exhibited or actions committed or if in his/her reasonable discretion it is the District's best interests to do so. District Staff may at any time restrict or suspend for cause or causes, including but not limited to those described above, any person's privileges to use any or all of the Amenities until the next regularly scheduled meeting of the Board of Supervisors.
- (4) **Process for Suspension or Termination of Access and Use Privileges.** Subject to the rights of District Staff set forth in Paragraph (3) above, the following process shall govern suspension and termination of privileges:
  - (a) Offenses:
    - i First Offense: Verbal warning by District Staff and suspension from the Amenities for up to one (1) week from the commencement of the suspension. Violation is recorded by District Staff, signed by the individual offender(s), and held on file by the District.
    - ii Second Offense: Automatic suspension of all Amenity privileges for up to thirty (30) days from the commencement of the suspension, with the preparation by District Staff of a written report to be signed by the offender(s) and filed with the District.
    - iii Third Offense: Suspension of all Amenity privileges for up to one (1) year. Such suspension shall run to the next regular meeting of the Board of Supervisors. At said meeting, the record of all previous offenses will be presented to the Board for recommendation of termination of the offender(s) privileges for one (1) calendar year. The length of the suspension is in the discretion of the Board and may be for less than one (1) year.
  - (b) Each offense shall expire one (1) year after such offense was committed, at which time the number of offenses on record for such offender(s) shall be reduced by one. For example, if a first offense is committed on February 1 and a second offense on August 1, there will be two offenses on record until February 1 of the following year, at which time the first offense will expire and the second

offense will thereafter be considered a first offense until it expires on the following August 1. The provisions of this Paragraph shall not at any time serve to reduce any suspensions or terminations, which may have been imposed prior to the expiration of any offenses

- (c) Notwithstanding the foregoing, any time a user of the Amenity is arrested for an act committed, or allegedly committed, while on the premises of the Amenity, or violates these Policies in a manner that, in the discretion of the District Staff upon consultation with one Board member, justifies suspension beyond the guidelines set forth above, such offender shall have all amenity privileges immediately suspended until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest or violation and the Board may make a recommendation of suspension or termination of the offender's privileges, which suspension or termination may include members of the offender's Household and may, upon the first offense, equal or exceed one year. In situations that pose a long-term or continuing threat to the health, safety and welfare of the District and its residents and users, permanent termination of Amenity privileges may be warranted and considered.
- (d) Any suspension or termination of Amenity privileges may be appealed to the Board of Supervisors for reversal or reduction. The Board's decision on appeal shall be final and binding.

- (5) **Legal Action; Criminal Prosecution.** If any person is found to have committed any of the infractions noted in Paragraph 2 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.

## USE AT OWN RISK; INDEMNIFICATION

Any Patron or other person who participates in the Activities (as defined below), shall do so at his or her own risk, and said Patron or other person and any of his or her Guests and any members of his or her Household shall indemnify, defend, release, hold harmless and forever discharge the District and its present, former and future supervisors, staff, officers, employees, representatives, agents and contractors of each (together, "Indemnitees"), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorneys' fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court and appellate proceedings), and harm of any kind or nature arising out of or in connection with his or her participation in the Activities, regardless of determination of who may be wholly or partially at fault.

Should any Patron or other person bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Patron or other person shall be liable to the District for all attorneys' fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnitees.

For purposes of this section, the term "Activities" shall mean the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District.

## SOVEREIGN IMMUNITY

Nothing herein shall constitute or be construed as a waiver of the Districts' sovereign immunity, or limitations on liability contained in Section 768.28, F.S., or other statutes or law.

## SEVERABILITY

The invalidity or unenforceability of any one or more provisions of these policies shall not affect the validity or enforceability of the remaining provisions, or any part of the policies not held to be invalid or unenforceable.

## AMENDMENTS AND WAIVERS

The Board in its sole discretion may amend these Amenity Policies from time to time. The Board by vote at a public meeting or the District Manager may elect in its/their sole discretion at any time to grant waivers to any of the provisions of these Amenity Policies, provided however that the Board is informed within a reasonable time of any such waivers.

**The above Amenity Policies and Rates were adopted on March 8, 2023 by the Board of Supervisors for the Wind Meadows South Community Development District, at a duly noticed public hearing and meeting.**

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**Secretary/Assistant Secretary**

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**Chairperson, Board of Supervisors**

**Exhibit A:** Amenity Rates

**Exhibit B:** Amenity Access Registration Form

**EXHIBIT A**  
**AMENITY RATES**

<b>TYPE</b>	<b>RATE</b>
Annual Non-Resident User Fee	\$2,500.00
Replacement Access Card	\$30.00

**EXHIBIT B**  
**AMENITIES ACCESS REGISTRATION FORM**

**WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT  
AMENITIES ACCESS REGISTRATION FORM**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

HOME TELEPHONE: \_\_\_\_\_

CELL PHONE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

ADDITIONAL RESIDENT 1: \_\_\_\_\_

DOB IF UNDER 18 \_\_\_\_\_

ADDITIONAL RESIDENT 2: \_\_\_\_\_

DOB IF UNDER 18 \_\_\_\_\_

ADDITIONAL RESIDENT 3: \_\_\_\_\_

DOB IF UNDER 18 \_\_\_\_\_

ADDITIONAL RESIDENT 4: \_\_\_\_\_

DOB IF UNDER 18 \_\_\_\_\_

ADDITIONAL RESIDENT 5: \_\_\_\_\_

DOB IF UNDER 18 \_\_\_\_\_

**ACCEPTANCE:**

I acknowledge receipt of the Access Card(s) for the above listed residents and that the above information is true and correct. I understand that I have willingly provided all the information requested above and that it may be used by the Wind Meadows South Community Development District ("District") for various purposes. **I also understand that by providing this information that it may be accessed under public records laws.** I also understand that I am financially responsible for any damages caused by me, my family members or my guests and the damages resulting from the loss or theft of my or my family members' Access Card(s). It is understood that Access Cards are the property of the District and are non-transferable except in accordance with the District's rules, policies and/or regulations, and any necessary replacement will be at an applicable Replacement Access Card fee. In consideration for the admittance of the above listed persons and their guests into the facilities owned and operated by the District, I agree to hold harmless and release the District, its supervisors, agents, officers, professional staff and employees from any and all liability for any injuries that might occur, whether such occurrence happens wholly or in part by me or my family members' or guests' fault, in conjunction with the use of any of the District's Amenity Facilities (as defined in the District's Amenity Policies & Rates), as well while on the District's property. Nothing herein shall be considered as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28 Florida Statutes or other statute.

\_\_\_\_\_  
Signature of Patron (Parent or Legal Guardian if Minor)

\_\_\_\_\_  
Date

**AFFIDAVIT OF RESIDENCY: (REQUIRED IF LEGAL FORM OF PROOF OF RESIDENCY NOT PROVIDED)**

I hereby state that the address listed above is the bona fide residence for all residents listed in this Amenities Access Registration Form and that such address is located within the Wind Meadows South Community Development District. I acknowledge that a false statement in this affidavit may subject me to penalties for making a false statement pursuant to Section 837.06, *Florida Statutes*. I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

\_\_\_\_\_  
Signature of Patron

State of Florida

County of \_\_\_\_\_

The foregoing was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_, 20\_\_, by \_\_\_\_\_ who is [ ] personally known to me or [ ] produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

Official Notary Public Signature \_\_\_\_\_

**RECEIPT OF DISTRICT'S AMENITY POLICIES AND RATES:**

I acknowledge that I have been provided a copy of and understand the terms in the **Amenity Policies and Rates** of the Wind Meadows South Community Development District.

\_\_\_\_\_  
Signature of Patron  
(Parent or Legal Guardian if minor)

\_\_\_\_\_  
Date

**GUEST POLICY:**

Please refer to the **Amenity Policies and Rates** for the most current policies regarding guests.

**PLEASE RETURN THIS FORM TO:**

Wind Meadows South Community Development District  
Attn: Amenity Access Team  
219 East Livingston Street  
Orlando, Florida 32801  
Answering Service: (689) 500-4540  
Email: [amenityaccess@gmscfl.com](mailto:amenityaccess@gmscfl.com)

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**OFFICE USE ONLY:**

\_\_\_\_\_  
Date Received

\_\_\_\_\_  
Date Entered in System

\_\_\_\_\_  
Staff Member Signature

PRIMARY RESIDENT:

Access Card #

**ADDITIONAL INFORMATION:**

Phase \_\_\_\_ – \_\_\_\_ Phase \_\_\_\_ – \_\_\_\_ Phase \_\_\_\_ – \_\_\_\_

New Construction: \_\_\_\_ Re-Sale: \_\_\_\_ Prior Owner: \_\_\_\_\_

Rental: \_\_\_\_ Landlord/Owner: \_\_\_\_\_

Lease Term: \_\_\_\_ Tenant/Renter: \_\_\_\_\_

## SECTION VI

## **RESOLUTION 2023-11**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE DISTRICT ENGINEER, OR ANOTHER INDIVIDUAL DESIGNATED BY THE BOARD OF SUPERVISORS, TO ACT AS THE DISTRICT'S PURCHASING AGENT FOR THE PURPOSE OF PROCURING, ACCEPTING, AND MAINTAINING ANY AND ALL CONSTRUCTION MATERIALS NECESSARY FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE OR COMPLETION OF THE DISTRICT'S INFRASTRUCTURE IMPROVEMENTS AS PROVIDED IN THE DISTRICT'S ADOPTED IMPROVEMENT PLAN; PROVIDING FOR THE APPROVAL OF A WORK AUTHORIZATION; PROVIDING FOR PROCEDURAL REQUIREMENTS FOR THE PURCHASE OF MATERIALS; APPROVING THE FORM OF A PURCHASE REQUISITION REQUEST; APPROVING THE FORM OF A PURCHASE ORDER; APPROVING THE FORM OF A CERTIFICATE OF ENTITLEMENT; AUTHORIZING THE PURCHASE OF INSURANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Wind Meadows South Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate and/or maintain systems and facilities for certain basic infrastructure; and

**WHEREAS**, the District Board of Supervisors (the "Board"), upon recommendation of the District Engineer, has adopted an improvement plan for the construction and installation of certain infrastructure improvements within the District (the "Improvements"); and

**WHEREAS**, the District has or will enter into various construction contracts for the construction and installation of the Improvements (the "Construction Contracts"); and

**WHEREAS**, the Construction Contracts allow, or will be amended to allow, for the direct purchase by the District of certain construction materials necessary for those contracts; and

**WHEREAS**, the District has determined that such direct purchase of construction materials will provide a significant construction cost reduction that is in the best interest of the District; and

**WHEREAS**, the District desires to have a District representative who is familiar with the project and who is knowledgeable in the area of procuring and handling construction materials act as its representative.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** The District Engineer, the District Manager or another individual as shall be appointed by the Board (“Purchasing Agent”) shall have the full authority of the District to issue purchase orders or enter into purchase agreements on behalf of the District at such times and intervals as it determines necessary for the timely receipt of construction materials required by the Contractor for the prosecution of the construction project.

**SECTION 2.** The Purchasing Agent shall purchase on behalf of the District only those materials identified in the Construction Contracts and in amounts not to exceed the cost amount contained therein and as included in the Construction Contracts.

**SECTION 3.** The Purchasing Agent shall be authorized to purchase on behalf of the District any additional construction materials that are identified in a schedule of values associated with any change order(s) to the Construction Contracts or that of any subcontractor to the Contractor which is approved by the District.

**SECTION 4.** Should the District Engineer act as the Purchasing Agent for any given Construction Contract, a work authorization of the District Engineer, a form of which is attached hereto as **Exhibit A**, is hereby approved and/or ratified, and the District Engineer shall be paid such reasonable fees, costs and expenses, related to its actions as the District’s Purchasing Agent as provided for in the District Engineer’s agreement with the District.

**SECTION 5.** The Purchasing Agent is further authorized to take any other administrative actions that are consistent with his/her duties as the Purchasing Agent, including but not limited to, negotiating for lower prices on materials from other suppliers, arranging for the storage, delivery, and protection of purchased materials, and sending and receiving notices and releases as are required by law.

**SECTION 6.** The District Manager is hereby authorized to purchase Builders All Risk Insurance on behalf of the District and with the District as the named insured in such amounts as are necessary to cover the estimated costs of the construction materials pursuant to the Construction Contract.

**SECTION 7.** The procurement procedures and its exhibits, attached hereto as **Composite Exhibit B** and incorporated herein by reference, are hereby approved and/or ratified, and shall be used by the Purchasing Agent for the purchase of construction materials on behalf of the District (also referred to as “Owner”).

**SECTION 8.** The actions of current and prior members of the Board and District staff in effectuating the District’s direct purchase of materials relative to the Construction Contracts, including but not limited to the execution of any documents related therewith, are hereby determined to be in accordance with the prior authorizations of the District’s Chairman and/or the Board, and are hereby ratified, approved and confirmed in all respects.

**SECTION 9.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 10.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 8th day of March 2023.

ATTEST:

**WIND MEADOWS SOUTH  
COMMUNITY DEVELOPMENT  
DISTRICT**

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Secretary/Assistant Secretary

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Chairperson, Board of Supervisors

**Exhibit A**            Form of Work Authorization

**Comp. Exhibit B**    Procurement Procedures for Direct Purchase Material

**EXHIBIT A**  
**EXHIBIT A**

**Work Authorization**

\_\_\_\_\_, 2023

Board of Supervisors  
Wind Meadows South Community Development District  
c/o Governmental Management Services – Central Florida, LLC  
219 East Livingston Street  
Orlando, Florida 32801

Subject:       **Work Authorization Number 1**  
                  **Wind Meadows South Community Development District**

Dear Chairperson, Board of Supervisors:

HUNTER ENGINEERING, INC., (“Engineer”) is pleased to submit this work authorization to provide engineering services for the Wind Meadows South Community Development District. We will provide these services pursuant to our current agreement dated \_\_\_\_\_ (“Engineering Agreement”) as follows:

**I.       Scope of Work**

Engineer will act as Purchasing Agent for the District with respect to the direct purchase of construction materials for the District’s Improvements in accordance with the procurement procedures adopted by the Board of Supervisors.

**II.      Compensation**

Engineer will be compensated for this work at the hourly rates established pursuant to the Engineering Agreement.

**III.     Other Direct Costs**

Other direct costs include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Engineering Agreement.

Engineer hereby represents it understands and will abide by all terms of the District’s Procurement Procedures for Direct Purchase Materials (also referred to as “Owner Purchased Materials”). In preparing and executing any documentation for purposes of ordering or purchasing materials in the name of and on behalf of the District, the Engineer will affirm that the vendor supplying the Direct Purchase Materials is not also the installer of the Direct Purchase Materials, and further, will affirm that the installer of the Direct Purchase Materials did not manufacture, fabricate or furnish the Direct Purchase Materials.

This work authorization, together with the Engineering Agreement, as amended and supplemented, represents the entire understanding between the District and Engineer with regard to the referenced services herein. If you wish to accept this work authorization, please sign both

copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Sincerely,

---

Bryan Hunter, P.E.  
Hunter Engineering, Inc.

APPROVED AND ACCEPTED

---

Authorized Representative of Wind  
Meadows South Community Development  
District  
Date: \_\_\_\_\_

## COMPOSITE EXHIBIT B

### PROCUREMENT PROCEDURES FOR DIRECT PURCHASE MATERIAL

1. Purchase Requisition Request Forms. At least ten (10) calendar days prior to CONTRACTOR ordering construction materials, CONTRACTOR shall prepare and forward to OWNER a separate Purchasing Requisition Request Form for each supplier in the form attached hereto as **Attachment 1**, specifically identifying the construction materials which CONTRACTOR plans to order from each supplier so that OWNER may, in its sole discretion, elect to purchase directly such construction materials.

2. Purchase Orders. After receipt of the Purchasing Requisition Request Form, the OWNER shall prepare Purchase Orders in substantially the form attached hereto as **Attachment 2**, or as modified from time to time in the District's discretion, for construction materials which the OWNER wishes to purchase directly.

Purchase Orders shall require that the supplier provide required shipping and handling insurance. Purchase Orders shall also require the delivery of the Direct Purchase Materials (also referred to as "Owner Purchased Material(s)") on the delivery dates provided by the CONTRACTOR in the Purchasing Requisition Request Form. Pursuant to the Purchase Order, the supplier will provide the CONTRACTOR the required quantities of construction material at the price established in the supplier's quote less any associated sales tax.

3. Certificate of Entitlement. The OWNER shall execute a separate Certificate of Entitlement for each Purchase Order in the form attached hereto as **Attachment 3**, and furnish a copy of same to the supplier and to the CONTRACTOR in accordance with section 4. Each Certificate of Entitlement must have attached thereto the corresponding Purchase Order.

Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax-exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.

Each Certificate of Entitlement shall affirm that: (1) the attached Purchase Order is being issued directly to the vendor supplying the tangible personal property the CONTRACTOR will use in the identified public works; (2) the vendor's invoice will be issued directly to the governmental entity; (3) payment of the vendor's invoice will be made directly by the governmental entity to the vendor from public funds; (4) the governmental entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the governmental entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

4. Transmission of Certificate of Entitlement and Attached Purchase Order. At least two (2) calendar days prior to CONTRACTOR placing OWNER'S order for the construction materials, OWNER shall forward each Certificate of Entitlement, together with the attached Purchase Order, to CONTRACTOR and to supplier. Promptly upon receipt of the Direct Purchase Materials specified in each Purchase Order, CONTRACTOR shall verify the purchase of the Direct Purchase

Materials in accordance with the terms of the Purchase Order and in a manner to assure timely delivery of the Direct Purchase Materials.

5. Notice of Reduction in Contract Price. On or about the last business day of each month, OWNER shall deliver to the CONTRACTOR a Notice of Reduction in Contract Price (hereinafter "Notice"). Each Notice shall list all Direct Purchase Materials for the respective month and the total price for all such construction materials, plus all sales taxes which would have been associated with such construction materials had the CONTRACTOR purchased the construction materials. Each Notice may also include the total price and sales tax (had CONTRACTOR purchased) for any previously purchased Direct Purchase Materials which for any reason were not previously deducted from the contract price. The contract price will be reduced automatically and as a ministerial task by the amount set forth in each Notice. Each Notice will also reflect the amended contract balance reflecting the deductions taken in said Notice.

The intent of this provision is to cause the contract price to be reduced automatically by the amount OWNER pays for Direct Purchase Materials plus the amount of applicable sales tax that would have been paid for such construction materials, had the CONTRACTOR or any other non-tax-exempt entity purchased the construction materials. All savings of sales taxes shall accrue solely to the benefit of OWNER, and CONTRACTOR shall not benefit whatsoever from savings of any such taxes.

6. Payment for Direct Purchase Materials. In order to arrange for the prompt payment to suppliers, the CONTRACTOR shall provide to the OWNER a list indicating on behalf of the owner of the Direct Purchase Materials within fifteen (15) calendar days of receipt of said Direct Purchase Materials. The list shall include a copy of the applicable Purchase Orders, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the OWNER. Upon receipt of the appropriate documentation, the OWNER shall prepare a check drawn to the supplier based upon the receipt of data provided. OWNER will make payment to each supplier. The CONTRACTOR agrees to assist the OWNER to immediately obtain appropriate partial or final release of waivers.

OWNER shall be responsible for the full payment of all valid and due invoices for Direct Purchase Materials and shall not be entitled to retain the standard five percent (5%) to ten percent (10%) amount of the progress payment due to the CONTRACTOR as is otherwise provided for in the contract documents.

**CONTRACTOR SHALL AFFIRM THAT THE VENDOR SUPPLYING THE DIRECT PURCHASE MATERIALS IS NOT ALSO THE INSTALLER OF THE DIRECT PURCHASE MATERIALS. CONTRACTOR SHALL FURTHER AFFIRM THAT THE INSTALLER OF THE DIRECT PURCHASE MATERIALS DID NOT MANUFACTURE, FABRICATE OR FURNISH THE DIRECT PURCHASE MATERIALS.**

7. CONTRACTOR Responsibilities. CONTRACTOR shall be fully responsible for all matters relating to ordering, storing, protecting, receipt, and handling for all construction materials including Direct Purchase Materials, in accordance with these procedures including, but not limited to, verifying correct quantities, verifying documents of orders in a timely manner, coordinating

purchases, providing and obtaining all warranties and guarantees required by the contract documents, inspection and acceptance on behalf of the owner of the construction materials at the time of delivery, and loss or damage to the construction materials following acceptance of construction materials, due to the negligence of the CONTRACTOR. CONTRACTOR shall serve as bailee with respect to such Direct Purchase Materials. The CONTRACTOR shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the CONTRACTOR for the construction materials furnished including Direct Purchase Materials. The CONTRACTOR shall provide all services required for the unloading, handling and storage of construction materials through installation including Direct Purchase Materials. The CONTRACTOR agrees to indemnify and hold harmless the OWNER from any and all claims of whatever nature resulting from non-payment for Direct Purchase Materials arising from CONTRACTOR actions.

7.1 Inspection and Documentation. As Direct Purchase Materials are delivered to the job site, CONTRACTOR shall visually inspect all shipments from the suppliers, and approve the vendor's invoice for construction materials delivered. The CONTRACTOR shall assure that each delivery of Direct Purchase Material is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order together with such additional information as the OWNER may require. All invoices for Direct Purchase Materials shall include the Owner's consumer certificate of exemption number. The CONTRACTOR will then forward all such invoices to the OWNER. On or about the fifteenth (15<sup>th</sup>) and last day of each month (or the next succeeding business day), CONTRACTOR shall review all invoices submitted by all suppliers of Direct Purchase Materials delivered to the project sites during that month and either concur or object to the OWNER's issuance of payment to the suppliers, based upon CONTRACTOR's records of Direct Purchase Materials delivered to the site and whether any defects or non-conformities exist in such Direct Purchase Materials.

7.2 Warranties, Guarantees, Repairs and Maintenance. The CONTRACTOR shall be responsible for obtaining and managing on behalf of the Owner all warranties and guarantees for all construction materials as required by the contract documents and shall fully warrant all construction materials including all Direct Purchase Materials. OWNER's purchase of various construction materials shall not in any manner impact or reduce CONTRACTOR's duty to warrant said construction materials. The OWNER may forward all repair, maintenance, non-conforming construction materials calls, or any other issues relating to the construction materials to the CONTRACTOR for resolution with the appropriate supplier, vendor, or subcontractor. The CONTRACTOR shall resolve all such calls or issues.

7.3 Records and Accountings. The CONTRACTOR shall maintain records of all Direct Purchase Materials it incorporates into the work from the stock of Direct Purchase Materials in its possession as bailee. The CONTRACTOR shall account monthly to the OWNER for any Direct Purchase Materials delivered into the CONTRACTOR's possession, indicating portions of all such construction materials which have been incorporated into the work.

7.4 Defective or Non-conforming Construction Materials. The CONTRACTOR shall ensure that Direct Purchase Materials conform to specifications and determine prior to

incorporation into the work if such construction materials are defective or non-conforming, whether such construction materials are identical to the construction materials ordered and match the description on the bill of lading. If the CONTRACTOR discovers defective or non-conforming Direct Purchase Material upon such visual inspection, the CONTRACTOR shall not utilize such non-conforming or defective construction materials in the work and instead shall promptly notify the OWNER of the defective or non-conforming conditions so repair or replacement of such construction materials can occur without any undue delay or interruption to the Project. If the CONTRACTOR fails to adequately and properly perform such inspection or otherwise incorporates into the Project defective or non-conforming Direct Purchase Materials, the condition of which it either knew or should have known by performance of an inspection, CONTRACTOR shall be responsible for all damages to OWNER resulting from CONTRACTOR's incorporation of such construction materials into the project, including any available liquidated or delay damages.

8. Title. Notwithstanding the transfer of Direct Purchase Materials by the OWNER to the CONTRACTOR's possession as bailee for the OWNER, the OWNER shall retain legal and equitable title to any and all Direct Purchase Materials.

9. Insurance and Risk of Loss. The OWNER shall purchase and maintain Builder's Risk Insurance sufficient to protect against any loss or damage to Direct Purchase Materials. Owner shall be the named insured and such insurance shall cover the full value of any Direct Purchase Materials not yet incorporated into the Project during the period between the time the OWNER first takes title to any such Direct Purchase Materials and the time when the last of such Direct Purchase Materials is incorporated into the project or consumed in the process of completing the Project.

10. No Damages for Delay. The OWNER shall in no way be liable for, and CONTRACTOR waives all claims for, any damages relating to or caused by alleged interruption or delay due to ordering or arrival of Direct Purchase Materials, defects, or other problems of any nature with such construction materials, late payment for such construction materials, or any other circumstance associated with Direct Purchase Materials, regardless of whether OWNER's conduct caused, in whole or in part, such alleged damages. The foregoing waiver by CONTRACTOR includes damages for acceleration and inefficiencies. CONTRACTOR accepts from OWNER as further and specific consideration for the foregoing waivers, OWNER's undertaking to pay for and finance all Direct Purchase Materials.

## PURCHASE REQUISITION REQUEST FORM

1. Contact Person for the material supplier.

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

2. Manufacturer or brand, model or specification number of the item.

\_\_\_\_\_  
\_\_\_\_\_

3. Quantity needed as estimated by CONTRACTOR. \_\_\_\_\_

4. The price quoted by the supplier for the construction materials identified above.

\$ \_\_\_\_\_

5. The sales tax associated with the price quote. \$ \_\_\_\_\_

6. Shipping and handling insurance cost. \$ \_\_\_\_\_

7. Delivery dates as established by CONTRACTOR. \_\_\_\_\_

8. By signing below, Contractor affirms that it (i) is not the manufacturer of the materials, (ii) does not have exclusive rights from the manufacturer of the materials to furnish and install the materials, and (iii) has not already purchased the materials, and that (iv) the contractor or subcontractor installing the materials is not also selling the materials to the District.

**OWNER: Wind Meadows South Community Development District**

\_\_\_\_\_  
Authorized Signature (Title)

\_\_\_\_\_  
Date

**CONTRACTOR: \_\_\_\_\_**

\_\_\_\_\_  
Authorized Signature (Title)

\_\_\_\_\_  
Date

**PURCHASE ORDER**  
**WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT**

“Owner”		“Seller”	
Owner:	<b>Wind Meadows South CDD</b>	Seller:	
Address :	219 E. Livingston St. Orlando, FL 32801	Address:	
Phone:	(407) 841-5524	Phone:	

“Project”			
Project Name:	<u>Wind Meadows South Phase</u>	Contract Date:	
Project Address:	Polk County, Florida		

**Description of Goods or Services** – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the items (“**Goods**”) listed in the proposal attached as **Exhibit 1**.

**Schedule** – The Goods shall be delivered within \_\_\_\_\_ days from the date of this Order.

**Price** – \$ \_\_\_\_\_

**Certificate of Exemption #** \_\_\_\_\_ (See **Exhibit 3**)

**IN WITNESS HEREOF**, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as **Exhibit 2**, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.

**Wind Meadows South Community  
Development District**

\_\_\_\_\_  
 Owner  
 By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date Executed: \_\_\_\_\_

\_\_\_\_\_  
 Seller  
 By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date Executed: \_\_\_\_\_

**EXHIBIT 1:** Proposal

**EXHIBIT 2:** Terms and Conditions

**EXHIBIT 3:** District's Certificate of Exemption

## **EXHIBIT 1**

[Attach proposal]

## EXHIBIT 2

### TERMS AND CONDITIONS

1. **PRICE.** The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. **SCHEDULE.** Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. **DELIVERY AND INSPECTION.**
  - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
  - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. **TERMS OF PAYMENT.** Seller's Invoice ("**Invoice**") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes*. Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. **WARRANTY.** Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for use on the District's properties for the purposes with which the District makes such purchase. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
6. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.

7. INDEMNITY. To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, and Owner's supervisors, staff, consultants, agents, subcontractors, and employees (together, "**Indemnitees**") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the District hereunder.
8. INSURANCE. At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
  - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
  - b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$100,000 each accident.
  - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
9. DEFAULT. Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. LIMITATION OF LIABILITY. Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in Section 768.28, *Florida Statutes*, or other statute or law.
11. WAIVER. Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
12. MODIFICATIONS. This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.
13. APPLICABLE LAW. The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. MECHANIC'S LIENS. Notwithstanding that Owner is a local unit of special-purpose government and not subject to the lien provisions of Chapter 713, *Florida Statutes*, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or

encumbrances (collectively, “**Liens**”) arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.

15. PERMITS AND LICENSES. Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
16. PARTIAL INVALIDITY. If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
17. ASSIGNMENT AND SUBCONTRACTING. This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
18. RELATIONSHIP. The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
19. NOTICES. Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
20. PUBLIC ENTITY CRIMES. Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of Section 287.133(2)(a), *Florida Statutes*.
21. SCRUTINIZED COMPANIES. Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, *Florida Statutes*, and in the event such status changes, Seller shall immediately notify Owner.
22. TERMINATION. Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have.
23. PUBLIC RECORDS. Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, *Florida Statutes*.
24. CONFLICTS. To the extent of any conflict between this document and the Purchase Order or **Exhibit 1**, this document shall control.

### **EXHIBIT 3**

[Attach Certificate of Exemption]

## CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of **Wind Meadows South Community Development District** (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number \_\_\_\_\_, affirms that the tangible personal property purchased pursuant to Purchase Order Number \_\_\_\_\_ from \_\_\_\_\_ (Vendor) on or after \_\_\_\_\_, 2023 (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to Contract dated \_\_\_\_\_, with \_\_\_\_\_ (Contractor) for the construction of \_\_\_\_\_.

The Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.: *(You must initial each of the following requirements.)*

- \_\_\_\_ 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- \_\_\_\_ 2. The vendor's invoice will be issued directly to Governmental Entity.
- \_\_\_\_ 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- \_\_\_\_ 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- \_\_\_\_ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

The Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., the Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, the Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third-degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

\_\_\_\_\_  
Signature of Authorized Representative  
of Governmental Entity

\_\_\_\_\_  
Title

Wind Meadows South Community Development District

Purchaser's Name

Date

Federal Employer Identification Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the Vendor's and the Contractor's books and records. This form supplements and supersedes (to the extent of any conflict) any prior certificates addressing the same purchase.

## SECTION VII

This form is initially filled out by the Contractor and then given to the District to request a direct purchase.

## PURCHASE REQUISITION REQUEST FORM

1. Contact Person for the material supplier.

NAME: Sharnell Merkling

ADDRESS: 11310 Distribution Avenue West, Jacksonville, FL 32256

TELEPHONE NUMBER: 904-262-9787

2. Manufacturer or brand, model or specification number of the item.

See attached

3. Quantity needed as estimated by CONTRACTOR. See attached

4. The price quoted by the supplier for the construction materials identified above.

\$ See attached

Note: this is the tax that would have been charged. Direct purchases are tax-exempt.

5. The sales tax associated with the price quote. \$ 99,775.98

6. Shipping and handling insurance cost. \$ 0.00

7. Delivery dates as established by CONTRACTOR. 8/14 - 8/30

8. By submitting this form, CONTRACTOR affirms that the vendor supplying the owner-purchased materials is not also the installer of the owner-purchased materials. CONTRACTOR further affirms that the installer of the owner-purchased materials did not manufacture, fabricate or furnish the owner-purchased materials.

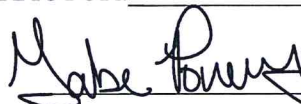
OWNER: **Three Rivers Community Development District**

  
Authorized Signature (Title)  
DISTRICT ENGINEER

8-16-19  
Date

This should be signed by the District's purchasing agent and the Contractor.

CONTRACTOR: Vallencourt Construction Company, Inc.

 Project Manager  
Authorized Signature (Title)

8/12/2019  
Date

**PURCHASE ORDER**  
**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT**

<b>“Owner”</b>		<b>“Seller”</b>	
Owner:	<b>Three Rivers CDD</b>	Seller:	<b>Core &amp; Main</b>
Address:	c/o Governmental Management Services – Central Florida, LLC 475 West Town Place, Suite 114 St. Augustine, FL 32092	Address:	6854 Distribution Ave S Jacksonville, FL 32256
Phone:	(904) 940-5850	Phone:	904-268-7007

<b>“Project”</b>			
Project Name:	<b>Three Rivers</b>	Contract Date:	<b>8/14/2019</b>
Project Address:	SR 200 Yulee, FL 32097		


**Description of Goods or Services** – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the items (“**Goods**”) listed in the proposal attached as **Exhibit A**.

**Schedule** – The Goods shall be delivered within 60 days from the date of this Order.

**Price** – \$1,425,371.09

**Certificate of Exemption #** 85-8017721120C-0

**IN WITNESS HEREOF**, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as **Exhibit B**, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.

Three Rivers Community Development District  
 Owner  
 By:   
 Name: WILLIAM E. SCHAEFER  
 Title: DISTRICT ENGINEER  
 Date Executed: 8-16-19

**Core and Main**  
 Seller  
 By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date Executed: \_\_\_\_\_

**EXHIBIT A:** Proposal

**EXHIBIT B:** Terms and Conditions

This is the actual purchase order. It should be filled in by the District's purchasing agent and signed by the purchasing agent and supplier

# Three Rivers Community Development District

## Purchase Order

Date

PO#

001-1

**Vendor**


Core & Main  
Attn: Sharnell Merkling  
11310 Distribution Ave., West  
Jacksonville, FL 32256  
Phone: 904-262-9787  
Fax: 855-673-7034  
[Sharnell.Merkling@Coreandmain.com](mailto:Sharnell.Merkling@Coreandmain.com)

**Ship To**

Vallencourt Construction  
Job Site: Three Rivers  
Address: SR 200 West & Edwards Road  
Yulee, FL 32097  
Contact: Edwin Griffin  
Phone: 904-219-8156  
Email: [EdwinG@Vallencourt.com](mailto:EdwinG@Vallencourt.com)

Item	Description	Quantity	Unit	Unit Price	Total
001	Sanitary Sewer Materials, See Attached	1	LS	\$161,004.64	\$ 161,004.64
002	Water Main Materials, See Attached	1	LS	\$612,847.19	\$ 612,847.19
003	Reuse Main Materials, See Attached	1	LS	\$284,291.76	\$ 284,291.76
004	Force Main Materials, See Attached	1	LS	\$285,850.24	\$ 285,850.24
005	Storm Drainage Materials, See Attached	1	LS	\$ 61,433.82	\$ 61,433.82

**Subtotal \$ 1,405,427.65**

 8-16-19  
Authorized CDD Representative Date  
DISTRICT ENGINEER

Note: ensure no tax is  
included in the total  
cost.

**EXHIBIT B  
TERMS AND CONDITIONS**

Exhibit B is the District's  
standard terms and conditions  
for purchase orders, prepared  
by District Counsel.

1. **PRICE.** The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. **SCHEDULE.** Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. **DELIVERY AND INSPECTION.**
  - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
  - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. **TERMS OF PAYMENT.** Seller's Invoice ("**Invoice**") must be submitted in the Owner's name before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes* (2017). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. **WARRANTY.** Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for use on the District's Project. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
6. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. **INDEMNITY.** To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, and Owner's supervisors, staff, consultants, agents, subcontractors, and employees (together, "**Indemnitees**") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order and are not intended to limit any of the other rights and/or remedies provided to the District hereunder.
8. **INSURANCE.** At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:

- a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
  - b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$100,000 each accident.
  - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
9. DEFAULT. Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. LIMITATION OF LIABILITY. Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in Section 768.28, Florida Statutes or other statute or law.
11. WAIVER. Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
12. MODIFICATIONS. This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.
13. APPLICABLE LAW. The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. MECHANIC'S LIENS. Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "Liens") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
15. PERMITS AND LICENSES. Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
16. PARTIAL INVALIDITY. If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
17. ASSIGNMENT AND SUBCONTRACTING. This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
18. RELATIONSHIP. The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
19. NOTICES. Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.

20. PUBLIC ENTITY CRIMES. Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), Florida Statutes.
21. SCRUTINIZED COMPANIES. Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, and in the event such status changes, Seller shall immediately notify Owner.
22. TERMINATION. Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have.
23. PUBLIC RECORDS. Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
24. CONFLICTS. To the extent of any conflict between this document and the Purchase Order or Exhibit A, this document shall control.

Note: this form must be completed by the District's purchasing agent for EACH purchase order, and attached to each purchase order. The purchasing agent should read it carefully each time and make sure all provisions apply to this purchase.

### CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of Three Rivers Community Development District (hereinafter "**Governmental Entity**"), Florida Consumer's Certificate of Exemption Number 85-8017721120C-0, affirms that the tangible personal property purchased pursuant to a Purchase Order from Core & Main (Vendor) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to contract dated August 6, 2019 with Vallencourt Construction Company (Contractor) for the construction of Three Rivers.

Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.:

*You must initial each of the following requirements.*

WS 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.

WS 2. The vendor's invoice will be issued directly to Governmental Entity.

WS 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.

WS 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.

WS 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third-degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

William E. Schaefer District Engineer  
Signature of Authorized Representative Title  
William E. Schaefer 8-16-19  
Purchaser's Name (Print or Type) Date

This is initialed and signed by the District's purchasing agent.

Federal Employer Identification Number: 83-3624971  
Telephone Number: 407-347-4103

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the vendor's and the contractor's books and records. This form supplements and supersedes (to the extent of any conflict) any prior certificates addressing the same purchase.



## Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14  
R. 01/18

85-8017721120C-0	02/22/2019	02/29/2024	COUNTY GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

THREE RIVERS COMMUNITY DEVELOPMENT DISTR  
ICT  
475 W TOWN PL STE 114  
ST AUGUSTINE FL 32092-3649

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



## Important Information for Exempt Organizations

DR-14  
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

## SECTION VIII

## SECTION C



# Wind Meadows South CDD

## Field Management Report



March 8th, 2023

Clayton Smith – Field Services  
Manager

GMS

# Completed

## Amenity Walk and Punchlist Items



- Coordinated walk through and review of new amenity with Contractor and developer staff.
- A punch list was created for the contractor to complete.
- Only a handful of items identified including painting the shade structures, repairing doors, etc.

## Amenity Keys and Trespass Signage

- Placed signage around amenity indicating that it's still closed.
- This was done due to reports that people were entering the pool area.
- Clear signage is present indicating the amenity is closed and there is to be no trespassing.



# In Progress

## Access Control System



- ✚ Amenity is pending installation of access control system.
- ✚ Proposals Included in the agenda for review.
- ✚ The amenity will require a system to secure the facility and ensure we prohibit unintended usage by non-patrons.

## Access Control System

- ✚ Installation of approved amenity camera system is pending.
- ✚ The approved system includes 5 cameras.
- ✚ Waiting on final installation date from vendor.



# In Progress

## Amenity Status Update



- ✚ Spectrum installation delayed up to 60 days. Exploring alternative options.
- ✚ Ordering all required signage, trash cans, and doggie stations for the amenity.
- ✚ Will set opening signage and contact info signage when preparing for opening.

# Site Items

## Electrical Box



- ✚ Electrical meter at the front entrance needs to be installed.
- ✚ Irrigation controller set at amenity. This meter required for monument lighting.
- ✚ Community is in a dark area.

## Contracted Services



- ✚ Inspected all CDD contracted areas of responsibility.
- ✚ Landscape and Aquatics maintenance was recently performed.

# 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](mailto:csmith@gmscfl.com). Thank you.

Respectfully,  
Clayton Smith

# SECTION 1



## Conveyance Report

18293695062

**Reference Number:**

20230217-18293695062

**Submitter Name:**

Clayton Smith (csmith@gmscfl.com) | csmith@gmscfl.com

**Location:**

4530 Eagle Falls Pl, Tampa, FL 33619, USA

Feb 17, 2023 10:09:01 AM EST [ [View Map](#) ]

**Form Name:**

Conveyance Report

**Submission Date:**

Feb 17, 2023 10:09:11 AM EST

## NEW PAGE

### Conveyance Review

**District**

Wind Meadows CDD

**Site Inspected By**

Clayton Smith - Field Manager

### Issue Details

ISSUE DETAILS

1 OF 11

### Issue Details

**Date / Time**

Feb 16, 2023 9:01:00 AM EST

**Action Item Picture****Action Item Description**

IMPORTANT - No access control system. only pad locks present. Access control will need added.

## ISSUE DETAILS

2 OF 11

## Issue Details

**Date / Time**

Feb 16, 2023 9:01:00 AM EST

**Action Item Picture****Action Item Description**

PUNCH LIST - adjust water fountains to accomodate over spray.

## ISSUE DETAILS

3 OF 11

## Issue Details

**Date / Time**

Feb 16, 2023 9:01:00 AM EST

**Action Item Picture****Action Item Description**

PUNCH LIST - repair door sweep that is over hanging door edge.

ISSUE DETAILS

4 OF 11

## Issue Details

**Date / Time**

Feb 16, 2023 9:01:00 AM EST

**Action Item Picture****Action Item Description**

PUNCH LIST - Touch up paint and remove rust from shade structures.

ISSUE DETAILS

5 OF 11

Issue Details

Date / Time

Feb 16, 2023 9:01:00 AM EST

Action Item Picture



Action Item Description

PUNCH LIST - PLAYGROUND - Replace latch with double sided access latch. Counter sink screws on climbing playground feature.

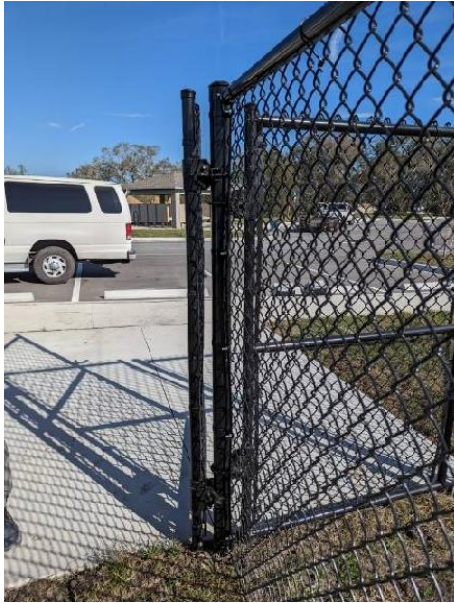
NEEDED - Playground rules signage.

Issue Details

Date / Time

Feb 16, 2023 9:01:00 AM EST

Action Item Picture

**Action Item Description**

RECOMMENDED - DOG PARK - Add corral for dogs upon entry or add self closing hinges to gates. Dog park requires dog stations. one in each park. Dog Park rules signage required.

**ISSUE DETAILS**

7 OF 11

**Issue Details****Date / Time**

Feb 16, 2023 9:01:00 AM EST

**Action Item Picture****Action Item Description**

PUNCH LIST - Breeze way closet required adjustments to door so it will close properly.

Recommended - add key hanger for all building keys

## ISSUE DETAILS

8 OF 11

## Issue Details

**Date / Time**

Feb 16, 2023 9:01:00 AM EST

**Action Item Picture****Action Item Description**

PUNCH LIST - Front door handle does not auto lock after code entered and gate opened.

## ISSUE DETAILS

9 OF 11

## Issue Details

**Date / Time**

Feb 16, 2023 9:01:00 AM EST

**Action Item Picture**

**Action Item Description**

GENERAL - Rules signage needed for all different notification items in amenity area.

Garbage cans needed. No cans present. 6 on deck, 1 at playground, 2 at mailboxes (both areas).

## ISSUE DETAILS

10 OF 11

## Issue Details

**Date / Time**

Feb 16, 2023 9:01:00 AM EST

**Action Item Picture****Action Item Description**

PUNCH LIST - Repair dents in soffit and clean orange stains.

NEEDED - Replace switch with timer switch. remove pull strings from cords.

## ISSUE DETAILS

11 OF 11

## Issue Details

**Date / Time**

Feb 16, 2023 9:01:00 AM EST

**Action Item Picture****Action Item Description**

PUNCH LIST - Dig out around shut off valve. place larger box for access.

## SECTION 2

## SECTION (a)

**Current Demands Electrical & Security Services, Inc.**

2315 Commerce Point Drive, Suite 100  
Lakeland, FL 33801  
(863) 583-4443  
service@currentdemands.com



**Estimate**

ADDRESS

WIND MEADOWS SOUTH CDD  
6200 LEE VISTA BLVD, SUITE 300  
ORLANDO, FL 32822

SHIP TO

WIND MEADOWS SOUTH CDD  
BARTOW, FL 33830

ESTIMATE

GMS0225

DATE

02/23/2023

EXPIRATION

03/24/2023

DATE

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
A22KITSKB	CDVI A22KITSKB ATRIUM HYBRID 2DOOR CNTRLR KIT W/2SOLARKP RDRS&CRDS	2	1,344.73	2,689.46T
600S MAGLOCK	ALARM CONTROL MAGNETIC LOCK, 12/24 VDC, 600LB	2	146.03	292.06T
TS 2 PUSH TO EXIT BUTTON	ALARM CONTROLS PUSH TO EXIT BUTTON	2	42.00	84.00T
9600 630 SURFACE MOUNT ELECTRIC STRIKE	HES SURFACE MOUNT ELECTRIC STRIKE, RIM, 12/24VDC, FIELD SELECTABLE	1	370.99	370.99T
MISCELLANEOUS MATERIALS	MISCELLANEOUS: PARTS,ZIPTIES,SCREWS, STRAPS, CONNECTORS, PIPE ETC.	1	250.00	250.00T
ACCESSPLENJKT1SHLD	ACCESS COMPOSITE WIRE 18-4C + 22-2C +22-4C +22-3P STR BCFOIL SHLD (22-3P ONLY) ZLSPVC JKT YEL CMP	1	494.05	494.05T
SERVICE CALL STANDARD	SERVICE CALL STANDARD	2	75.00	150.00
ACCESS/CAMERA LABOR	ACCESS/CAMERA LABOR	20	115.00	2,300.00
LOCKSMITH LABOR	LOCKSMITH LABOR	4	95.00	380.00
NOTE	ESTIMATE FOR INSTALLATION OF CDVI ACCESS CONTROL AND MAGLOCKS ON BATHROOMS	1	0.00	0.00T

SUBTOTAL 7,010.56

TAX 0.00

TOTAL **\$7,010.56**

Accepted By

Accepted Date

SECTION (b)

**Current Demands Electrical & Security Services, Inc.**

2315 Commerce Point Drive, Suite 100  
Lakeland, FL 33801  
(863) 583-4443  
service@currentdemands.com

**Estimate****ADDRESS**

WIND MEADOWS SOUTH CDD  
6200 LEE VISTA BLVD, SUITE 300  
ORLANDO, FL 32822

**SHIP TO**

WIND MEADOWS SOUTH CDD  
BARTOW, FL 33830

**ESTIMATE**

GMS0226

**DATE**

02/23/2023

**EXPIRATION**

03/24/2023

**DATE**

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
INCKIT1-US	INCEPTION CONTROLLER FOR 4 DOORS W/ ENCLOSURE US ONLY	1	927.61	927.61T
IR-994616	SIFER-P FOB PRE-PROG DESFIRE EV2 4K FOBS STD S-CODE	1	6.65	6.65T
IR-994725	SIFER KEYPAD SMART CARD READER WITH KEYPAD	3	287.20	861.60T
600S MAGLOCK	ALARM CONTROL MAGNETIC LOCK, 12/24 VDC, 600LB	2	146.03	292.06T
TS 2 PUSH TO EXIT BUTTON	ALARM CONTROLS PUSH TO EXIT BUTTON	2	42.00	84.00T
9600 630 SURFACE MOUNT ELECTRIC STRIKE	HES SURFACE MOUNT ELECTRIC STRIKE, RIM, 12/24VDC, FIELD SELECTABLE	1	370.99	370.99T
MISCELLANEOUS MATERIALS	MISCELLANEOUS: PARTS,ZIPTIES,SCREWS, STRAPS, CONNECTORS, PIPE ETC.	1	250.00	250.00T
ACCESSPLENJKT1SHLD	ACCESS COMPOSITE WIRE 18-4C + 22-2C +22-4C +22-3P STR BCFOIL SHLD (22-3P ONLY) ZLSPVC JKT YEL CMP	1	494.05	494.05T
SERVICE CALL STANDARD	SERVICE CALL STANDARD	2	75.00	150.00
ACCESS/CAMERA LABOR	ACCESS/CAMERA LABOR	20	115.00	2,300.00
LOCKSMITH LABOR	LOCKSMITH LABOR	4	95.00	380.00
NOTE	ESTIMATE FOR INSTALLATION OF INCEPTION/INNER RANG ACCESS CONTROL AND MAGLOCKS ON BATHROOMS. SMART CARD PRICING IS PER FOB.	1	0.00	0.00T

SUBTOTAL 6,116.96

TAX 0.00

TOTAL **\$6,116.96**

Accepted By

Accepted Date

## SECTION 3



## Governmental Management Services - CF

Maintenance Services  
Phone: 407-201-1514  
Email:  
Csmith@gmscfl.com

Bill To/District Wind Meadows South CDD	Prepared By: Governmental Management Services- CF, LLC 219 E. Livingston Street Orlando, FL 32801
Job name and Description	
<p>Trash can and Dog Station Installation</p> <p>-Deliver and install 7 42 gallon capacity trash cans to the amenity area. 2 are to be placed at the mailbox kiosks and anchored to the ground. 5 will be set up in the amenity area and will be weighted down to prevent them from blowing over or being moved regularly, but will still be able to be adjusted. 2 dog stations, 1 at each dog park, will also be installed. Stations include baggie dispenser and bin.</p>	

Qty	Description	Unit Price	Line Total
16	Labor	\$47.50	760.00
1	Mobilization	\$65.00	\$65.00
	Equipment		\$75.00
	Materials		\$2878.43
Total Due:			\$3778.43

This Proposal is Valid for 30 days.

Client Signature: \_\_\_\_\_

Proposal # : 274

Proposal

Additional Info:



# SECTION D

# SECTION 1

*Wind Meadows South  
Community Development District*

Summary of Invoices

January 01, 2023 through January 31, 2023

Fund	Date	Check No.'s	Amount
General Fund			
	1/13/23	65-70	\$ 417,089.52
	1/20/23	71-72	\$ 4,483.10
<b>Total</b>			<b>\$ 421,572.62</b>

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
1/13/23	00016	12/20/22 15331	202212 320-53800-46200	LAKE MAINTENANCE DEC 22	*	225.00	
				AQUATIC WEED MANAGEMENT, INC.			225.00 000065
1/13/23	00001	12/01/22 24	202212 310-51300-34000	MANAGEMENT FEES DEC 22	*	3,062.50	
		12/01/22 24	202212 310-51300-35200	WEBSITE ADMIN DEC 22	*	100.00	
		12/01/22 24	202212 310-51300-35100	INFORMATION TECH DEC 22	*	150.00	
		12/01/22 24	202212 310-51300-31300	DISSEMINATION SVC DEC 22	*	416.67	
		12/01/22 24	202212 310-51300-51000	OFFICE SUPPLIES DEC 22	*	2.59	
		12/01/22 24	202212 310-51300-42000	POSTAGE DEC 22	*	10.02	
		12/01/22 24	202212 310-51300-42500	COPIES DEC 22	*	4.50	
		12/01/22 25	202212 320-53800-34000	FIELD MANAGEMENT DEC 22	*	625.00	
				GOVERNMENTAL MANAGEMENT SERVICES			4,371.28 000066
1/13/23	00005	10/04/22 4290	202212 310-51300-49100	BOUNDARY AMENDMENT SEPT22	*	1,457.18	
		12/12/22 5152	202211 310-51300-31500	GENERAL COUNSEL NOV 22	*	296.50	
		12/12/22 5153	202212 310-51300-49100	BOUNDARY AMENDMENT NOV 22	*	3,842.87	
				KILINSKI/VAN WYK, PLLC			5,596.55 000067
1/13/23	00018	11/25/22 6742561	202211 310-51300-32300	TRUSTEE FEES FY23	*	4,040.63	
				US BANK			4,040.63 000068
1/13/23	00013	12/01/22 68633	202212 320-53800-46200	LANDSCAPE MAINT DEC 22	*	7,593.34	
		1/01/23 68780	202301 320-53800-46200	LANDSCAPE MAINT JAN 23	*	7,593.34	
				WEBER ENVIRONMENTAL SERVICES, INC.			15,186.68 000069
1/13/23	00019	1/12/23 01122023	202301 300-20700-10200	TSFR TAX RCPT S2022	*	387,669.38	
				WIND MEADOWS SOUTH CDD/US BANK			387,669.38 000070
1/20/23	00001	1/01/23 26	202301 310-51300-34000	MANAGEMENT FEES JAN 23	*	3,062.50	

WINM WIND MEADOWS NRUIZ

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
		1/01/23 26	202301 310-51300-35200		*	100.00	
		WEBSITE ADMIN JAN 23					
		1/01/23 26	202301 310-51300-35100		*	150.00	
		INFORMATION TECH JAN 23					
		1/01/23 26	202301 310-51300-31300		*	416.67	
		DISSEMINATION SVC JAN 23					
		1/01/23 26	202301 310-51300-51000		*	.15	
		OFFICE SUPPLIES JAN 23					
		1/01/23 26	202301 310-51300-42000		*	2.85	
		POSTAGE JAN 23					
		1/01/23 27	202301 320-53800-34000		*	625.00	
		FIELD MANAGEMENT JAN 23					
GOVERNMENTAL MANAGEMENT SERVICES						4,357.17	000071
1/20/23 00015	1/02/23 01022023	202301 310-51300-42000			*	125.93	
		TAX BILL POSTAGE FY22					
JOE G. TEDDER, TAX COLLECTOR						125.93	000072
TOTAL FOR BANK A						421,572.62	
TOTAL FOR REGISTER						421,572.62	

## SECTION 2

***Wind Meadows South***  
***Community Development District***

***Unaudited Financial Reporting***  
***January 31, 2023***



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# Wind Meadows South

## Community Development District

### Combined Balance Sheet

January 31, 2023

	General Fund	Debt Service Fund	Capital Projects Fund	Totals Governmental Funds
<b>Assets:</b>				
Operating Account	\$ 372,003	\$ -	\$ -	\$ 372,003
Due From Developer	\$ 28,798	\$ -	\$ -	\$ 28,798
<b>Investments:</b>				
<u>Series 2021</u>				
Reserve	\$ -	\$ 520,000	\$ -	\$ 520,000
Revenue	\$ -	\$ 391,862	\$ -	\$ 391,862
Construction	\$ -	\$ -	\$ 4	\$ 4
Due From General Fund	\$ -	\$ 132,773	\$ -	\$ 132,773
<b>Total Assets</b>	<b>\$ 400,801</b>	<b>\$ 1,044,635</b>	<b>\$ 4</b>	<b>\$ 1,445,440</b>
<b>Liabilities:</b>				
Accounts Payable	\$ 8,232	\$ -	\$ -	\$ 8,232
Due To Debt Service	\$ 132,773	\$ -	\$ -	\$ 132,773
<b>Total Liabilities</b>	<b>\$ 141,005</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 141,005</b>
<b>Fund Balances:</b>				
Restricted for:				
Debt Service - Series 2021	\$ -	\$ 1,044,635	\$ -	\$ 1,044,635
Capital Projects - Series 2021	\$ -	\$ -	\$ 4	\$ 4
Unassigned	\$ 259,796	\$ -	\$ -	\$ 259,796
<b>Total Fund Balances</b>	<b>\$ 259,796</b>	<b>\$ 1,044,635</b>	<b>\$ 4</b>	<b>\$ 1,304,435</b>
<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 400,801</b>	<b>\$ 1,044,635</b>	<b>\$ 4</b>	<b>\$ 1,445,440</b>

# Wind Meadows South

## Community Development District

### General Fund

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending January 31, 2023

	Amended	Prorated Budget	Actual	
	Budget	Thru 01/31/23	Thru 01/31/23	Variance
<b>Revenues</b>				
Assessments - Tax Roll	\$ 270,400	\$ 270,400	\$ 270,629	\$ 230
Developer Contributions	\$ 122,592	\$ 68,798	\$ 68,798	\$ -
Boundary Amendment Contribution	\$ -	\$ -	\$ 5,687	\$ 5,687
<b>Total Revenues</b>	<b>\$ 392,991</b>	<b>\$ 339,197</b>	<b>\$ 345,114</b>	<b>\$ 5,917</b>
<b>Expenditures:</b>				
<b><u>General &amp; Administrative:</u></b>				
Supervisor Fees	\$ 12,000	\$ 4,000	\$ -	\$ 4,000
Engineering	\$ 15,000	\$ 5,000	\$ 1,375	\$ 3,625
Attorney	\$ 25,000	\$ 8,333	\$ 1,505	\$ 6,829
Annual Audit	\$ 3,400	\$ -	\$ -	\$ -
Assessment Administration	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Arbitrage	\$ 500	\$ -	\$ -	\$ -
Dissemination	\$ 5,000	\$ 1,667	\$ 1,667	\$ (0)
Trustee Fees	\$ 5,000	\$ 5,000	\$ 4,041	\$ 959
Management Fees	\$ 36,750	\$ 12,250	\$ 12,250	\$ -
Information Technology	\$ 1,800	\$ 600	\$ 600	\$ -
Website Maintenance	\$ 1,200	\$ 400	\$ 400	\$ -
Telephone	\$ 300	\$ 100	\$ -	\$ 100
Postage & Delivery	\$ 1,000	\$ 333	\$ 146	\$ 187
Insurance	\$ 5,500	\$ 5,500	\$ 5,375	\$ 125
Printing & Binding	\$ 1,000	\$ 333	\$ 5	\$ 329
Legal Advertising	\$ 10,000	\$ 3,333	\$ -	\$ 3,333
Contingency	\$ 5,000	\$ 1,667	\$ 1,485	\$ 181
Office Supplies	\$ 625	\$ 208	\$ 6	\$ 203
Travel Per Diem	\$ 660	\$ 220	\$ -	\$ 220
Boundary Amendment Expenses	\$ -	\$ -	\$ 8,879	\$ (8,879)
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
<b>Total General &amp; Administrative:</b>	<b>\$ 134,910</b>	<b>\$ 54,120</b>	<b>\$ 42,907</b>	<b>\$ 11,213</b>
<b><u>Operations and Maintenance Expenditures</u></b>				
<b><u>Field Operations</u></b>				
Property Insurance	\$ 5,000	\$ 1,667	\$ -	\$ 1,667
Field Management	\$ 15,000	\$ 5,000	\$ 2,500	\$ 2,500
Landscape Maintenance	\$ 91,120	\$ 30,373	\$ 35,817	\$ (5,444)
Landscape Replacement	\$ 15,000	\$ 5,000	\$ -	\$ 5,000
Lake Maintenance	\$ -	\$ -	\$ 450	\$ (450)
Streetlights	\$ 15,000	\$ 5,000	\$ -	\$ 5,000
Electric - Field	\$ 5,500	\$ 1,833	\$ -	\$ 1,833
Water & Sewer - Field	\$ 10,000	\$ 10,000	\$ 25,747	\$ (15,747)
Sidewalk & Asphalt Maintenance	\$ 2,500	\$ 833	\$ -	\$ 833
Irrigation Repairs	\$ 5,000	\$ 1,667	\$ -	\$ 1,667
General Repairs & Maintenance	\$ 15,000	\$ 5,000	\$ -	\$ 5,000
Field Contingency	\$ 7,500	\$ 7,500	\$ 8,964	\$ (1,464)
<b>Subtotal Field Expenditures</b>	<b>\$ 186,620</b>	<b>\$ 73,873</b>	<b>\$ 73,478</b>	<b>\$ 396</b>

# Wind Meadows South

## Community Development District

### General Fund

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending January 31, 2023

	Amended	Prorated Budget	Actual	
	Budget	Thru 01/31/23	Thru 01/31/23	Variance
<b>Amenity Expenditures</b>				
Amenity - Electric	\$ 10,500	\$ -	\$ -	-
Amenity - Water	\$ 5,833	\$ -	\$ -	-
Internet	\$ 1,750	\$ -	\$ -	-
Pest Control	\$ 420	\$ -	\$ -	-
Janitorial Service	\$ 5,833	\$ -	\$ -	-
Security Services	\$ 10,000	\$ -	\$ -	-
Pool Maintenance	\$ 12,833	\$ -	\$ -	-
Amenity Repairs & Maintenance	\$ 7,000	\$ -	\$ -	-
Amenity Access Management	\$ 2,917	\$ -	\$ -	-
Contingency	\$ 4,375	\$ -	\$ -	-
<b>Subtotal Amenity Expenditures</b>	<b>\$ 61,461</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>
<b>Total Operations and Maintenance:</b>	<b>\$ 248,081</b>	<b>\$ 73,873</b>	<b>\$ 73,478</b>	<b>\$ 396</b>
<u>Other Expenditures</u>				
Capital Reserves - Transfer	\$ 10,000	\$ -	\$ -	-
<b>Total Other Expenditures</b>	<b>\$ 10,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>
<b>Total Expenditures</b>	<b>\$ 392,991</b>	<b>\$ 127,993</b>	<b>\$ 116,385</b>	<b>\$ 11,608</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 228,729</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 31,067</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 259,796</b>	

# Wind Meadows South

## Community Development District

### Debt Service Fund Series 2021

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending January 31, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 01/31/23	Thru 01/31/23	Variance
<b><u>Revenues:</u></b>				
Assessments - Tax Roll	\$ 520,000	\$ 520,000	\$ 520,442	\$ 442
Assessments - Lot Closings	\$ -	\$ -	\$ 59,293	\$ 59,293
Interest	\$ -	\$ -	\$ 5,136	\$ 5,136
<b>Total Revenues</b>	<b>\$ 520,000</b>	<b>\$ 520,000</b>	<b>\$ 584,871</b>	<b>\$ 64,871</b>
<b><u>Expenditures:</u></b>				
Interest - 11/1	\$ 165,371	\$ 165,371	\$ 165,371	\$ -
Principal - 5/1	\$ 190,000	\$ -	\$ -	\$ -
Interest - 5/1	\$ 165,371	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ 520,742</b>	<b>\$ 165,371</b>	<b>\$ 165,371</b>	<b>\$ -</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ (742)</b>	<b>\$ 354,629</b>	<b>\$ 419,499</b>	<b>\$ 64,871</b>
<b>Fund Balance - Beginning</b>	<b>\$ 165,371</b>		<b>\$ 625,136</b>	
<b>Fund Balance - Ending</b>	<b>\$ 164,629</b>		<b>\$ 1,044,635</b>	

# Wind Meadows South

## Community Development District

### Capital Projects Fund Series 2021

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending January 31, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 01/31/23	Thru 01/31/23	Variance
<b>Revenues</b>				
Interest	\$ -	\$ -	\$ 0	\$ 0
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 0</b>	<b>\$ 0</b>
<b>Expenditures:</b>				
Capital Outlay - Construction	\$ -	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 0</b>	<b>\$ 0</b>
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 4</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 4</b>	

## Wind Meadows South

### Community Development District

#### Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
<b>Revenues</b>													
Assessments - On Roll	\$ -	\$ -	\$ 201,588	\$ 69,042	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	270,629
Developer Contributions	\$ 15,000	\$ 25,000	\$ 25,000	\$ 3,798	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	68,798
Boundary Amendment Contribution	\$ -	\$ 387	\$ 5,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,687
<b>Total Revenues</b>	<b>\$ 15,000</b>	<b>\$ 25,387</b>	<b>\$ 231,888</b>	<b>\$ 72,840</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>345,114</b>
<b>Expenditures:</b>													
<b>General &amp; Administrative:</b>													
Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Engineering	\$ -	\$ 250	\$ -	\$ 1,125	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,375
Attorney	\$ 443	\$ 297	\$ 766	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,505
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,000
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Dissemination	\$ 417	\$ 417	\$ 417	\$ 417	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,667
Trustee Fees	\$ -	\$ 4,041	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	4,041
Management Fees	\$ 3,063	\$ 3,063	\$ 3,063	\$ 3,063	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	12,250
Information Technology	\$ 150	\$ 150	\$ 150	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	600
Website Maintenance	\$ 100	\$ 100	\$ 100	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	400
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Postage & Delivery	\$ 3	\$ 4	\$ 10	\$ 129	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	146
Insurance	\$ 5,375	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,375
Printing & Binding	\$ -	\$ -	\$ 5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5
Legal Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Other Current Charges	\$ -	\$ 1,485	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,485
Office Supplies	\$ 3	\$ 0	\$ 3	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	6
Travel Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Boundary Amendment Expenses	\$ -	\$ -	\$ 8,629	\$ 250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	8,879
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	175
<b>Total General &amp; Administrative:</b>	<b>\$ 14,728</b>	<b>\$ 9,806</b>	<b>\$ 13,141</b>	<b>\$ 5,233</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>42,907</b>

## Wind Meadows South

### Community Development District

#### Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
<b><u>Operations and Maintenance Expenses</u></b>													
<i><u>Field Operations</u></i>													
Field Management	\$ 625	\$ 625	\$ 625	\$ 625	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,500
Landscape Maintenance	\$ 12,000	\$ 8,000	\$ 7,818	\$ 7,999	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	35,817
Landscape Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Lake Maintenance	\$ -	\$ 225	\$ -	\$ 225	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	450
Streetlights	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Electric - Field	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Water & Sewer - Field	\$ 7,506	\$ 1,413	\$ 3,275	\$ 13,553	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	25,747
Sidewalk & Asphalt Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
General Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Field Contingency	\$ -	\$ 8,500	\$ 464	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	8,964
<b>Total Operations and Maintenance Expenses</b>	<b>\$ 625</b>	<b>\$ 625</b>	<b>\$ 625</b>	<b>\$ 625</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>73,478</b>
<b>Total Expenditures</b>	<b>\$ 15,353</b>	<b>\$ 10,431</b>	<b>\$ 13,766</b>	<b>\$ 5,858</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>116,385</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ (353)</b>	<b>\$ 14,956</b>	<b>\$ 218,122</b>	<b>\$ 66,981</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>228,729</b>

**Wind Meadows South**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**Special Assessment Receipts**  
**Fiscal Year 2023**

Gross Assessments	\$	290,750.72	\$	559,137.28	\$	849,888.00
Net Assessments	\$	270,398.17	\$	519,997.67	\$	790,395.84

**ON ROLL ASSESSMENTS**

								34.21%	65.79%	100.00%
								2022 Debt		
<i>Date</i>	<i>Distribution</i>	<i>Gross Amount</i>	<i>Commissions</i>	<i>Discount/Penalty</i>	<i>Property Appraiser</i>	<i>Interest</i>	<i>Net Receipts</i>	<i>O&amp;M Portion</i>	<i>Service</i>	<i>Total</i>
12/12/22	11/14/22-11/23/22	\$2,043.00	(\$39.23)	(\$81.73)	\$0.00	\$0.00	\$1,922.04	\$657.54	\$1,264.50	\$1,922.04
12/21/22	11/24/22-11/30/22	\$633,330.00	(\$12,159.87)	(\$25,336.30)	\$0.00	\$0.00	\$595,833.83	\$203,837.58	\$391,996.25	\$595,833.83
12/21/22	Invoice#4651979	\$0.00	\$0.00	\$0.00	(\$8,498.88)	\$0.00	(\$8,498.88)	(\$2,907.51)	(\$5,591.37)	(\$8,498.88)
01/13/23	12/16/22-12/31/22	\$214,515.00	(\$4,118.67)	(\$8,581.65)	\$0.00	\$0.00	\$201,814.68	\$69,041.76	\$132,772.92	\$201,814.68
<b>TOTAL</b>		<b>\$ 849,888.00</b>	<b>\$ (16,317.77)</b>	<b>\$ (33,999.68)</b>	<b>\$ (8,498.88)</b>	<b>\$ -</b>	<b>\$ 791,071.67</b>	<b>\$ 270,629.37</b>	<b>\$ 520,442.30</b>	<b>\$ 791,071.67</b>

<b>100%</b>	<b>Net Percent Collected</b>
<b>\$ -</b>	<b>Balance Remaining to Collect</b>

# Wind Meadows South

## Community Development District

### LONG TERM DEBT REPORT

SERIES 2021, SPECIAL ASSESSMENT BONDS		
INTEREST RATES:	2.400%, 2.9500%, 3.350%, 4.000%	
MATURITY DATE:	5/1/2052	
RESERVE FUND DEFINITION	MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$520,000	
RESERVE FUND BALANCE	\$520,000	
BONDS OUTSTANDING - 10/15/2021		\$9,501,605
CURRENT BONDS OUTSTANDING		\$9,501,605