

*Wind Meadows South  
Community Development District*

*Meeting Agenda*

*May 10, 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

May 3, 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, May 10, 2023 at 1:30 PM at the Holiday Inn—Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, FL 33880**

**Zoom Video Join Link:** <https://us06web.zoom.us/j/87844368504>

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

**Meeting ID:** 878 4436 8504

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. Approval of Minutes of the April 12, 2023 Board of Supervisors Meeting
4. Consideration of Phase 2 Assignment/Acquisition Documents
5. Consideration of Resolution 2023-18 Appointing a Treasurer and Assistant Treasurers
6. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. Field Manager's Report
  - D. District Manager's Report
    - i. Approval of Check Register
    - ii. Balance Sheet & Income Statement
    - iii. Presentation of Number of Registered Voters—78
7. Other Business
8. Supervisors Requests and Audience Comments
9. Adjournment

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

# 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, **April 12, 2023** at 1:30 p.m. at 4900 Dundee Road, Winter Haven, Florida.

Present and constituting a quorum:

Brent Elliott	Chairman
Halsey Carson	Vice Chairman
Timothy Todd	Assistant Secretary

Also present were:

Jill Burns	District Manager, GMS
Lauren Gentry	District Counsel, KVW Law
Bryan Hunter	District Engineer, Hunter Engineering
Ashton Bligh <i>by Zoom</i>	Bond Counsel, Greenberg Traurig
Bob Gang <i>by Zoom</i>	Bond Counsel, Greenberg Traurig
Clayton Smith	Field Manager, GMS
Allen Bailey	Field Manager, GMS

**FIRST ORDER OF BUSINESS**

**Roll Call**

Ms. Burns called the meeting to order and called the roll. Three Supervisors were present in person constituting a quorum.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Ms. Burns noted that there were no members of the public present.

**THIRD ORDER OF BUSINESS**

**Approval of Minutes of the March 8, 2023  
Board of Supervisors Meeting**

Ms. Burns presented the minutes of the March 8, 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. Carson, seconded by Mr. Elliott, with all in favor, the Minutes of the March 28, 2023 Board of Supervisors Meeting, were approved.

**FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-12  
Delegation Resolution**

Ms. Gang reviewed the master bond resolution that the CDD adopted back on June 9, 2021 that validated \$35,000,000 and the District on October 15, 2021 issued \$9,335,000 for the Assessment Area One project. He noted that they are now ready to finance the second assessment area. The District has 273.39 acres in it having done one boundary amendment to the boundaries of the District. The Delegation resolution has a number of exhibits related to it; a Second Supplement Indenture, Bond Purchase Contract with FMS, a Preliminary Limited Offering Memorandum which FMS will use in marketing the bonds and a SEC required certificate that has to be signed, and a Continuing Disclosure Agreement which is required by the SEC to provide ongoing information about the development and about the District. Those are all exhibits for the resolution.

Mr. Gang noted that this is for Assessment Area Two which is 419 residential units. The cost of that is less than what it was for phase one which had 416 units because they had already financed offsite improvements which were all done in the first series and also entry features, parks and recreational facilities were entirely financed in the first series so that is why this series will be smaller even though the number of residual units is slightly larger.

Mr. Gang explained that they have to make certain findings as required by statute in section four. Those findings allow them to do a negotiated sell through an underwriter instead of doing a competitive bid where they would just advertise and respective purchasers bid. These bonds are not rated so they can only be sold to institutions and accredited investors and there is no harm to the sale of the bonds if it is not done with a competitive sale. This is a delegation resolution so the Board needs to provide certain parameters to staff and to the underwriter in order to have a sale done without another formal meeting of the Board. Those parameters are set forth in section five. Bonds must be subject to optional redemption. That determination will be made at the time of pricing of the bonds but usually, it is around 10 years. The interest rate on the bonds cannot exceed the statutory maximum in Florida. It is 300 basis points over a 20-bond index published on the last Friday of the month in April. If they were to sell bonds in April, the maximum interest rate would

be 6.50%. That will change again in May as it is well above what today's market is. The maximum principal amount cannot exceed \$8,500,000. Final maturity cannot have a term greater than the cap interest period plus 30 years of principal amortization. The price at which the bonds would be sold to the underwriter cannot be less than 98%. Mr. Gang noted that he would be happy to answer any questions that they regarding the delegation resolution.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, Resolution 2023-12 Delegation Resolution, was approved.

**FIFTH ORDER OF BUSINESS**

**Consideration of Series 2023 Ancillary Documents (AA2 Bonds):**

**A. True-Up Agreement**

Ms. Gentry presented the true- up agreement which provides for a true-up payment that should be lower than the anticipated amount developed on this property.

**B. Acquisition Agreement**

Ms. Gentry stated that this agreement provides for the District acquiring improvements, work products, and real property and they can make payments out of the bond proceeds for those.

**C. Collateral Assignment Agreement**

Ms. Gentry stated this provides for collateral assignment of the development rights to complete this project in the event of a default.

**D. Completion Agreement**

Ms. Gentry stated this provides for completion of the entire Assessment Area Two project above and beyond what is financed by the bonds.

**E. Declaration of Consent**

Ms. Gentry noted that this is a Declaration of Consent from the landowner that consents to the assessments on this property and the proceedings that levied them.

**F. Notice of Special Assessments**

Ms. Gentry stated that this would be recorded after the assessment lien specific to this bond issuance is perfected. She asked for any questions, otherwise she was looking for a motion to approve the financing documents in substantial form.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, the Series 2023 Ancillary Financing Documents, were approved in substantial form.

**G. Consideration of Resolution 2023-17 Supplemental Delegation Assessment Resolution**

Ms. Gentry stated that this is the Supplemental Assessment Resolution for the Assessment Area Two bonds and it contains a delegation of authority. This resolution approves the reports that the Board has heard described today and sets forth findings based on the information in those reports. It confirms the maximum assessment lien that was just levied on that property and delegates authority for District staff and the officers of the District to take actions necessary to complete the process of actually levying assessments on this property. She noted it describes the allocation and collection of the assessments and sets forth provisions related to impact fee credits, prepayment of the assessments, etc. Exhibit ‘D’ would be added once they have the final bond sizing information and final numbers. She asked for any questions, otherwise looking for a motion to adopt this resolution.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, Resolution 2023-17 Supplemental Delegation Assessment Resolution, was approved in substantial form.

**SIXTH ORDER OF BUSINESS**

**Public Hearing**

**A. Public Hearing on the Imposition of Special Assessments on Boundary Amendment Parcels**

Ms. Burns stated this public hearing has been advertised in the paper and a mailed notice was sent to any landowners within the boundary amendment area. She asked for a motion to open the public hearing.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, Opening the Public Hearing, was approved.



Ms. Burns stated for the record that they have no members of the public present and no members of the public joining the meeting on the Zoom line.

**i. Presentation of Amended and Restated Master Engineer's Report of Capital Improvements dated March 31, 2023**

Mr. Hunter stated the purpose of the Amended and Restated Engineer's Report is essentially to bring into account the boundary amendments which have been referenced adding Phase 2. He noted the acreage is in the descriptions within the Engineer's Report with Boundary Amendment and additional acreage. The original Engineer's report did account for potential Phase 2 but it was not a realization at the time.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, the Amended and Restated Master Engineer's Report of Capital Improvements dated March 31, 2023, was approved.
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**ii. Presentation of Amended and Restated Master Assessment Methodology dated January 11, 2023**

Ms. Burns stated since the adoption of the master report, there has been a boundary amendment that adds additional acreage to the District so this report now reflects Phase 2 which is the area added for the boundary amendment. Table 1 shows that there are 419 single family 50' lots in Phase 2. Table 2 shows the total cost estimate of \$22,246,951 for the entire District, the amount of Phase 2 is listed at \$8,770,285. Table 3 shows the estimated bond sizing for Phase 2 that would be \$11,500,000, and the total for the District was \$29,000,000. Table 4 shows the improvement cost per unit and that is separated out by phase as well. Table 5 shows the par debt per unit for the single family 50' lots in Phase 2 would be \$27,446 and would be the max amount of debt that we could issue on those lots. Table 6 shows the net and gross annual debt assessment per unit. She noted the gross annual debt assessment that would be collected on the Polk County tax bill would be \$2,144. Table 7 is the preliminary assessment roll and Phase 2 is Wind Meadows South 2, LLC and that allocates the debt by acre to the attached legal description for the space. She asked for any questions on this report.

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

**iii. Consideration of Resolution 2023-13 Levying Special Assessments**

Ms. Gentry stated she had a few questions for Ms. Burns and Mr. Hunter. She noted she would do the Engineer's Report first. Ms. Gentry asked Mr. Hunter if based on his experience and in his professional opinion, are the cost estimates in the Engineer's Report reasonable and proper. Mr. Hunter stated they are. Ms. Gentry asked Mr. Hunter if he had any reason to believe that the capital improvement plan as stated cannot be carried out by the District. Mr. Hunter stated he does not.

Ms. Gentry asked Ms. Burns, in her professional opinion, do the lands subject to the assessments receive special benefits from the District's CIP. Ms. Burns answered yes, they do. Ms. Gentry asked Ms. Burns if the master assessments are reasonably apportioned to the land subject to them. Ms. Burns stated yes, they are. Ms. Gentry asked if it is reasonable, proper and just to assess the cost of the CIP against the lands in the District in accordance with the methodology. Ms. Burns answered yes, it is. Ms. Gentry asked in your opinion are the special benefits the land will receive equal or in excess of the maximal master assessments as allocated. Ms. Burns answered yes. Ms. Gentry asked Ms. Burns in her opinion is it in the best interest of the District to levy and collect the master assessment as set forth in the methodology. Ms. Burns answered yes.

Ms. Gentry stated that Resolution 2023-13 would levy this master assessment lien. She noted as a reminder it does not actually put assessments on this land, that does not happen until the bonds are issued and adopt that Supplemental Assessment Resolution that completes that. She noted that section two makes certain findings. Among the findings, they describe the District's authority to complete the project and levy and impose special assessments and would find it is necessary to the public health safety and welfare and in the best interest in the District to provide the improvements, assess the cost against the benefitted lands, and issue bonds to finance these capital improvements. She noted that you will find that the capital improvements and assessments serve a proper public purpose and it is necessary to issue bonds, describe the adoption declaring resolution and your compliance with all of the procedural requirements and you adopt the Engineer's Report and Assessment Methodology and make findings based on the representation

to the District. Ms. Gentry stated she would be happy to answer any questions, and otherwise she was just looking for a motion to approve this resolution.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, Resolution 2023-13 Levying Special Assessments, was approved.

Ms. Burns asked for a motion to close the public hearing.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, Closing the Public Hearing, was approved.

**SEVENTH ORDER OF BUSINESS**

**Presentation and Approval of Supplemental Assessments Methodology for Assessment Area Two dated April 12, 2023**

Ms. Burns noted that this is based on the estimated bond sizing provided by FMS for what they anticipate issuing. Phase 2 has 419 single family 50’ units. She noted the costs listed in the Engineer’s Report for Phase 2 are listed in Table 2 and that has not changed \$8,770,285. Estimated bond sizing is \$7,405,000 and the improvement cost per unit is listed in Table 4 and the par debt per unit would be \$17,673 for the single family 50’ lots. Table 6 shows the net and gross annual debt assessment per unit, \$1,250 net and the amount collected on the Polk County tax bill that takes into account the early payment discount and collection costs would be \$1,344 for each of those units. Table 7 shows the preliminary assessment roll at 114.14 acres all owned by Wind Meadows South 2, LLC and the debt per acre is \$64,876. She noted there is a legal description of this assessment area attached as well. Ms. Burns offered to answer any questions that anyone might have.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, the Supplemental Assessments Methodology for Assessment Area Two dated April 12, 2023, was approved.

**EIGHTH ORDER OF BUSINESS**

**Consideration of Letter from FMS Bonds for Underwriter Services for Series 2023 Bonds**

Ms. Burns stated this is just their engagement letter for this series of bonds.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, the Letter from FMS Bonds for Underwriter Services for Series 2023 Bonds, was approved.
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**NINTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-14 Approving the Proposed Fiscal Year 2023/2024 Budget (Suggested Date: July 12, 2023), Declaring Special Assessments, and Setting the Public Hearings on the Adoption of the Fiscal Year 2023/2024 Budget and the Imposition of Operations and Maintenance Assessments**

Ms. Burns stated the budget adoption date is listed for July 12<sup>th</sup> at the new location of the hotel which they will be considering. She stated there was a proposed increase to the platted lots as well as the first time O&M levy for that Phase 2 area that was just added to the District. She noted there were some minor increases to a couple of the admin items and really main areas where there will be increases would be to the landscape budget. She noted there is also increased water and sewer based on actual amounts that are listed. It is well over what was budgeted for the year so we have increased that line item pretty significantly. She stated the amenity costs listed for the current year were prorated since the amenity was not anticipated to be open this entire fiscal year. For Fiscal Year 2024 the budget anticipates a full year of operation for all of the amenity related costs as well as some increases to pool services and security as well. She noted right now the per unit assessment is \$698.92. The amount per unit proposed in this budget is \$1,229 per unit so it is going up pretty significantly \$531 per unit.

Mr. Elliott asked if everything in Phase 1 was assessed at \$1,229. He stated that will likely come down the following fiscal year as Phase 2 comes on and then that cost gets spread around more evenly. Ms. Burns stated it could come down but really, she would recommend long-term having a larger capital reserve transfer for maintenance for when they have sudden capacity there. They only have \$10,000 set aside right now. She noted that they will maintain all of the roadways, amenity facility long term so they need to account for more so they will have some capacity to

move around. She noted it may be able to be brought down some but there are also line items that she thinks they will need to increase as we get towards build out as well.

Ms. Burns stated at this point, they have only 416 units that are spreading all of the amenity costs and everything across. Usually when there are Districts with fully operational amenity facility that is open, their assessment is around \$1,000. She noted two years ago they were all around \$750 to \$850 and there is very few that are not at \$1,000. She stated it is really driven by the number of lots. She noted it is likely this District will always be higher than Astonia because you have fewer units to spread it across with very similar infrastructure, maintenance costs, admin costs are fairly fixed. She noted there are few line items that they may be able to cut for the upcoming year if they wanted to.

Ms. Burns stated that security can be reduced and they would not do any security at the pool. She stated generally they have to put it into place eventually because they get so many complaints from residents. Depending on how many residents are there right now, if they decide not to do that for the first year, they could probably take about \$20,000 off the budget there. She noted there is very little fluff in this budget to take out but that is probably one. She suggested that they send this at the higher amount and then see if they have better utility costs for the amenity facility soon and see where it is. She noted it can always be brought down but they can't increase it. She noted that they would leave the security in for now.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, Resolution 2023-14 Proposed Fiscal Year 2023/2024 Budget and Setting the Public Hearing for July 12, 2023, was approved.

**TENTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-15  
Authorizing Bank Account Signatories**

Ms. Burns stated that this resolution authorizes certain offices of the District to act as signers for the District.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, Resolution 2023-15 Authorizing Bank Account Signatories, was approved.

**ELEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-16  
Amending Fiscal Year 2023 Meeting  
Schedule Location for Remaining Dates**

Ms. Burns stated this will move the meetings to the Holiday Inn in Winter Haven.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, Resolution 2023-16 Amending Fiscal Year 2023 Meeting Schedule Location to Holiday Inn in Winter Haven, was approved.

**TWELFTH ORDER OF BUSINESS**

**Ratification of District Assignment Documents**

Ms. Gentry noted that these documents change the structure a little bit from what was discussed at the last meeting. This is an assignment of the contract between Wind Meadows South 2, LLC and Center State Development, LLC for Phase 2A and 2B construction mostly related to the stormwater ponds. She noted based on the Board’s prior authority, they went ahead and executed those assignment documents. She noted there are documents from the Wind Meadows South 2, LLC and Center State Development, LLC. There is a copy of the construction agreement and a copy of a demand note agreement that was posted in lieu of bonds. She stated that there is a form 8B that we will want to keep on file for the Board members since some are affiliated with Center State and they are being asked to vote on a contract with that entity.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, the District Assignment Documents, were ratified.

**THIRTEENTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

Ms. Gentry had nothing further to report to the Board.

**B. Engineer**

Mr. Hunter stated that construction was ongoing. They are working through Phase 2A. Phase 2A is 100% done and the sanitary is about 80% complete. He stated other than the administrative things they are taking care of and they are just waiting on construction.

**C. Field Manager’s Report**

Mr. Smith reviewed his field manager’s report for the Board and offered to answer any questions.

**D. District Manager’s Report**

**i. Approval of Check Register**

Ms. Burns presented approval of the check register from February 1<sup>st</sup> through February 28<sup>th</sup> and is \$158,337.82.

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 stated that the financial statements were in the agenda package for review. There is no action necessary on those but she noted that she was happy to answer any questions.

**FOURTEENTH ORDER OF BUSINESS**

**Other Business**

There being none, the next item followed.

**FIFTEENTH ORDER OF BUSINESS**

**Supervisors Requests and Audience Comments**

There being none, the next item followed.

**SIXTEENTH 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.

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

\_\_\_\_\_  
Chairman/Vice Chairman

# SECTION IV



**PARTIAL ASSIGNMENT OF AGREEMENT WIND  
MEADOWS PHASE 2A AND 2B SITE WORK**

Assignor: Wind Meadows South 2, LLC (“**Assignor**”)  
Owner/Assignee: Wind Meadows South Community Development District (“**Assignee**” or “**District**”)  
Contractor: Center State Development, LLC (“**Contractor**”)  
Contract: Agreement for Wind Meadows Phase 2A and 2B Site Work, dated March 1, 2023 (“**Contractor Agreement**” or “**Project**”)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, does hereby transfer, assign and convey unto Assignee, all of the rights, interests, benefits and privileges of Assignor under the Contractor Agreement as it relates to the Master CIP Improvements, by and between Assignor and Contractor, for the above-referenced Project, as such Master CIP Improvements are described in the *Wind Meadows South Community Development District Amended and Restated Engineer's Report of Capital Improvements*, dated March 31, 2023. Further, Assignee does hereby assume all obligations of Assignor under the Contract arising or accruing after the date hereof. Contractor hereby consents to the partial assignment of the Contract and all of Contractor’s rights, interests, benefits, privileges, and obligations to Assignee. The parties agree that the District may acquire and rely upon all of the site work for the Master CIP Improvements completed to date pursuant to the Contractor Agreement.

Executed in multiple counterparts to be effective the 10th day of May, 2023.

**CENTER STATE DEVELOPMENT, LLC**, a  
Florida limited liability company

**WIND MEADOWS SOUTH COMMUNITY  
DEVELOPMENT DISTRICT**

By: HRB Land Investments, LLC, its Manager

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Brent Elliott

Name: Harold R. Baxter

Title: Chairperson, Board of Supervisors

Title: Manager

**WIND MEADOWS SOUTH 2, LLC**, a Florida  
limited liability company

By: Center State Development 2, LLC, its  
Manager

By: HRB Land Investments, LLC, its Manager

By: \_\_\_\_\_

Name: Harold R. Baxter

Title: Manager

**EXHIBITS:**

- Developer's Affidavit and Agreement Regarding Assignment of Contractor Agreement
- Contractor's Acknowledgment and Acceptance of Assignment and Release
- Addendum to Contractor Agreement with Exhibits:
  - Scrutinized Companies Statement
  - Public Entity Crimes Statement
  - Trench Safety Compliance Act Statement
  - Discrimination Statement

**DEVELOPER'S AFFIDAVIT AND AGREEMENT  
REGARDING ASSIGNMENT OF CONTRACTOR AGREEMENT  
WIND MEADOWS PHASE 2A AND 2B SITE WORK**

STATE OF FLORIDA  
COUNTY OF POLK

BEFORE ME, the undersigned, personally appeared Harold R. Baxter as Manager of HRB Land Investments, LLC, Manager of Center State Development 2, LLC, Manager of Wind Meadows South 2, LLC ("**Developer**"), who, after being first duly sworn, deposes and says:

- (i) I, Harold R. Baxter, serve as manager for Developer and am authorized to make this affidavit on its behalf. I make this affidavit in order to induce the Wind Meadows South Community Development District ("**District**") to accept a partial assignment of the Contractor Agreement (defined below).
- (ii) The agreement ("**Contractor Agreement**") between Developer and Center State Development, LLC ("**Contractor**"), dated March 1, 2023, and attached hereto as **Exhibit A**,   X   was competitively bid prior to its execution or        is below the applicable bid thresholds and was not required to be competitively prior to its execution.
- (iii) Developer, in consideration for the District's acceptance of a partial assignment of the Contractor Agreement agrees to indemnify, defend, and hold harmless the District and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, "**Indemnitees**"), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, arising out of, wholly or in part by, or as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees and which relate in any way to the partial assignment of, or bid process for, the Contractor Agreement.
- (iv) Developer has obtained a release from Contractor (and all subcontractors and material suppliers thereto) acknowledging the partial assignment of the above referenced contract and the validity thereof, the satisfaction of the bonding requirements of Section 255.05, *Florida Statutes* (if applicable), and waiving any and all claims against the District arising as a result of or connected with this partial assignment. Such releases are attached as **Exhibit B**.
- (v) The Contractor        has furnished or will furnish a performance and payment bond in accordance with Section 255.05, *Florida Statutes*, which is attached hereto as **Exhibit C**, or   X   was not required to provide such a bond pursuant to Section 255.05, Florida Statutes, and a demand note agreement shall be posted in lieu of said bonds.
- (vi) Developer   X   represents and warrants that there are no outstanding liens or claims relating to the Contractor Agreement, or        has posted a transfer bond in accordance with Section 713.24, *Florida Statutes*, which is attached hereto as **Exhibit D**.
- (vii) Developer represents and warrants that there are no payments to Contractor and any subcontractors or materialmen under the Contractor Agreement are outstanding and no disputes under the Contractor Agreement exist.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this 10th day of May, 2023.

**Witness:**

**WIND MEADOWS SOUTH 2, LLC**, a Florida limited liability company

\_\_\_\_\_  
Signature

By: Center State Development 2, LLC, its Manager

\_\_\_\_\_  
Print Name

By: HRB Land Investments, LLC, its Manager

By: \_\_\_\_\_  
Name: Harold R. Baxter  
Title: Manager

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 10th day of May, 2023, by Harold R. Baxter, on behalf of Wind Meadows South 2, LLC.

\_\_\_\_\_  
(Official Notary Signature)

Name: \_\_\_\_\_

Personally Known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_

Type of Identification \_\_\_\_\_

[notary seal]

**Exhibit A** Agreement by and between Developer and Center State Development, LLC, dated March 1, 2023

**Exhibit B** Releases

**Exhibit C** Demand Note Agreement

**CONTRACTOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF  
PARTIAL ASSIGNMENT AND RELEASE  
WIND MEADOWS PHASE 2A AND 2B SITE WORK**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Center State Development, LLC ("**Contractor**"), hereby agrees as follows:

- (i) The agreement ("**Contractor Agreement**") between Wind Meadows South, LLC and Contractor dated March 1, 2023, has been partially assigned to the Wind Meadows South Community Development District ("**District**"). Contractor acknowledges and accepts such partial assignment and its validity.
- (ii) Contractor represents and warrants that either:
  - a.  Contractor has furnished or will furnish and record a performance and payment bond in accordance with Section 255.05, *Florida Statutes*, and has notified any subcontractors, material suppliers or others claiming interest in the work of the existence of the bond; or
  - b.  Contractor has not been required to furnish or provide a performance and payment bond under Section 255.05, *Florida Statutes*, and has notified any subcontractors, materialmen or others claiming interest in the work that (a) no such bond exists; (b) the District, as a local unit of special purpose government, is not an "Owner" as defined in Section 713.01(23), *Florida Statutes*; and (c) there are no lien rights available to any person providing materials or services for improvements in connection with the Improvement Agreement. A demand note agreement shall be posted in lieu of said bond.
- (iii) Contractor represents and warrants that all payments to any subcontractors or materialmen under the Contractor Agreement are current, there are no past-due invoices for payment due to the Contractor under the Contractor Agreement, and there are no outstanding disputes under the Contractor Agreement.
- (iv) Contractor hereby releases and waives any claim it may have against the District as a result of or in connection with such partial assignment.

[CONTINUED ON NEXT PAGE]

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this 10th day of May, 2023.

**CENTER STATE DEVELOPMENT, LLC**, a  
Florida limited liability company

By: HRB Land Investments, LLC, its Manager

By: \_\_\_\_\_

Name: Harold R. Baxter

Title: Manager

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of May, 2023, by Harold R. Baxter, on behalf of Center State Development, LLC.

\_\_\_\_\_  
(Official Notary Signature)

Name: \_\_\_\_\_

Personally Known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_

Type of Identification \_\_\_\_\_

[notary seal]

**ADDENDUM (“ADDENDUM”) TO CONTRACT (“CONTRACT”)  
WIND MEADOW PHASE 2A AND 2B SITE WORK**

**1. ASSIGNMENT.** This Addendum applies to that certain Agreement for Wind Meadow Phase 2A and 2B Site Work, dated May 10, 2023 (“**Contract**”) between the Wind Meadows South Community Development District (“**District**”) and Center State Development, LLC (“**Contractor**”), which Contract was partially assigned to the District, to the extent it pertains to work for the District’s Master CIP, simultaneously with the execution of this Addendum. To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control.

**2. DEMAND NOTE AGREEMENT; PAYMENT AND PERFORMANCE BONDS; NO LIEN RIGHTS.** The Parties acknowledge and agree that a demand note agreement is anticipated to be posted in lieu of payment and performance bonds for this work. In the event that said payment and performance bond is not posted, before commencing the work, and consistent with the requirements of Section 255.05, *Florida Statutes*, the Contractor shall execute, deliver to the District, and record in the public records of Polk County, Florida, a payment and performance bond with a surety insurer authorized to do business in this state as surety or, to the extent permitted by the District in its sole discretion, provide an alternative form of security as authorized under Section 255.05, *Florida Statutes*. The cost of such bond shall be added to Contractor’s proposal and shall be invoiced to the District. Such bond and/or security shall be for 100% of the project cost and shall be in effect for a full year from the time of completion of the project. Contractor agrees that the District is a local unit of special-purpose government and not an “Owner” as defined in Section 713.01(23), *Florida Statutes*. Therefore, notwithstanding anything in the Contract to the contrary, there are no lien rights available to any person providing materials or services for improvements in connection with the project. Contractor shall notify any subcontractors, material suppliers or others claiming interest in the work of the existence of the payment and performance bond.

**3. INSURANCE.** In addition to the existing additional insureds under the Contract, the District, its officers, supervisors, agents, attorneys, engineers, managers, and representatives also shall be named as additional insureds under the insurance provided pursuant to the Contract. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

**4. LOCAL GOVERNMENT PROMPT PAYMENT ACT.** Notwithstanding any other provision of the Contract, all payments to the Contractor shall be made in a manner consistent with the Local Government Prompt Payment Act, Sections 218.70 through 218.80, *Florida Statutes*. Contractor shall make payments due to subcontractors and materialmen and laborers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, *Florida Statutes*. All payments due and not made within the time prescribed by Section 218.735, *Florida Statutes*, bear interest at the rate of two percent (2%) per month on the unpaid balance in accordance with Section 218.735(9), *Florida Statutes*.

**5. RETAINAGE.** The following provision addresses the holding of retainage under the Contract:

Five percent (5%) of the amount of each progress payment shall be withheld as retainage until final completion of the Work, acceptance of the Work by the Owner, satisfaction of all punch list requirements, and submission of all documents required under Paragraph 15.06 of the General Conditions, subject to any offsets to which the Owner is entitled. Procedures for withholding and release of retainage shall be in accordance with Florida law, including sections 218.735 and 255.078, *Florida Statutes*.

**6. INDEMNIFICATION.** Contractor's indemnification, defense, and hold harmless obligations under the Contract shall continue to apply to the original indemnitees and shall further include the District and its supervisors, consultants, agents, attorneys, managers, engineers and representatives. To the extent that a maximum limit for indemnification is required by law, and not otherwise set forth in the Contract, the indemnification limit shall be the greater of the limits of the insurance amounts set forth in the Contract or Five Million Dollars (\$5,000,000), which amounts Contractor agrees bears a reasonable commercial relationship to the Contract and are enforceable, and were included as part of the bid and/or assignment documents. The Contractor's obligations hereunder are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, the Contract shall be deemed amended and/or reformed consistent with the intent of this paragraph and such that the obligations apply to the maximum limits of the law.

**7. TAX-EXEMPT DIRECT PURCHASES.** The parties agree that the District may in its sole discretion elect to undertake a direct purchase of any or all materials incorporated into the work performed according to the Contract. In such event, the following conditions shall apply:

- a. The District represents to Contractor that the District is a governmental entity exempt from Florida sales and use tax, and has provided Contractor with a copy of its Consumer Exemption Certificate.
- b. The District may elect to implement a direct purchase arrangement whereby the District will directly acquire certain materials ("**Direct Purchase Materials**") necessary for the work directly from the suppliers to take advantage of District's tax-exempt status.
- c. Prior to purchasing any materials, the Contractor shall contact the District to determine which materials will be treated as Direct Purchase Materials.
- d. The District shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and to the Contractor. Each Certificate of Entitlement will be in the format specified by Rule 12A-1.094(4)(c), Florida Administrative Code. Each Certificate of Entitlement shall have attached thereto the corresponding purchase order. 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 District; (3) payment of the vendor's invoice will be made directly by the District to the vendor from public funds; (4) the District 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 District assumes the risk of damage or loss at the time of purchase or delivery by the vendor. 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 District will be responsible for any tax, penalties and interest determined to be due.
- e. The District shall issue purchase orders directly to suppliers of Direct Purchase Materials. The District shall issue a separate Certificate of Entitlement for each purchase order. Such



purchase orders shall require that the supplier provide the required shipping and handling insurance and provide for delivery F.O.B. jobsite. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the District and if the original contract contemplated sale of materials and installation by same person, the change order shall reflect sale of materials and installation by different legal entities.

- f. Upon delivery of the Direct Purchase Materials to the jobsite, the District shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, the District shall accept and take title to the Direct Purchase Materials.
- g. Suppliers shall issue invoices directly to the District. The District shall process invoices and issue payment directly to the suppliers from public funds.
- h. Upon acceptance of Direct Purchase Materials, the District shall assume risk of loss of same until they are incorporated into the project. Contractor shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products.
- i. The District shall, at its option, maintain builder's risk insurance on the Direct Purchase Materials.

**8. PUBLIC RECORDS.** The Contractor agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Contract, Contractor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Contractor must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT C/O JILL BURNS, GOVERNMENTAL MANAGEMENT SERVICES – CENTRAL FLORIDA, LLC, 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801, PHONE (407) 841-5524, AND JBURNS@GMSCFL.COM**

**9. SOVEREIGN IMMUNITY.** Nothing in the Contract shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes* or other statute, and nothing in the Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

**10. NOTICES.** Notices provided to the District pursuant to the Contract shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the following individuals:

District: Wind Meadows South Community Development District  
219 East Livingston Street  
Orlando, Florida 32801  
Attn: District Manager

With a copy to: Kilinski Van Wyk PLLC  
2016 Delta Boulevard, Suite 101  
Tallahassee, Florida 32303  
Attn: District Counsel

**11. SCRUTINIZED COMPANIES STATEMENT.** Upon the Assignment, Contractor shall properly execute a sworn statement pursuant to Section 287.135(5), *Florida Statutes*, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit A**. If the Contractor is found to have submitted a false certification as provided in Section 287.135(5), *Florida Statutes*, or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in the boycott of Israel, or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, the District may immediately terminate the Contract.

**12. PUBLIC ENTITY CRIMES STATEMENT.** Upon the Assignment, Contractor shall properly execute a sworn statement under Section 287.133(3)(a), *Florida Statutes*, regarding public entity crimes, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit B**.

**13. TRENCH SAFETY ACT STATEMENTS.** Upon the Assignment, Contractor shall properly execute a Trench Safety Act Compliance Statement and a Trench Safety Act Compliance Cost Statement, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statements shall be substantially in the form of the attached **Exhibit C**.

**14. DISCRIMINATION STATEMENT.** Upon the Assignment, Contractor shall properly execute a sworn statement under Section 287.134(2)(a), *Florida Statutes*, regarding discriminatory vendor list, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit D**.

**15. CONSTRUCTION DEFECTS.** PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

**16. E-VERIFY.** Contractor shall comply with and perform all applicable provisions of Section 448.095, Florida Statutes. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, Florida Statutes, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, Florida Statutes. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto hereby acknowledge and agree to this Addendum, executed on this 10th day of May, 2023, effective as of the date of the Assignment of the Contract.

WITNESS

**CENTER STATE DEVELOPMENT, LLC**, a  
Florida limited liability company

\_\_\_\_\_  
Signature

By: HRB Land Investments, LLC, its Manager

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
Name: Harold R. Baxter  
Title: Manager

ATTEST:

**WIND MEADOWS SOUTH COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
By: Brent Elliott  
Chairperson, Board of Supervisors

**Exhibit A:** Scrutinized Companies Statement  
**Exhibit B:** Public Entity Crimes Statement  
**Exhibit C:** Trench Safety Act Statement  
**Exhibit D:** Discrimination Statement

**EXHIBIT A**

**SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES,  
REGARDING SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR  
SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM  
ENERGY SECTOR LIST**

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

1. This sworn statement is submitted to Wind Meadows South Community Development District By Harold R. Baxter (print name of authorized representative). I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Title Manager (print individual's title) for Center State Development, LLC, ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor. Contractor's business address is: 4900 Dundee Rd., Winter Haven, FL 33884.
2. I understand that, subject to limited exemptions, Section 287.135, *Florida Statutes*, declares a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, 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*, or that has business operations in Cuba or Syria is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services.
3. Based on information and belief, at the time the entity submitting this sworn statement accepts assignment of its Contract with Wind Meadows South, LLC, to the Wind Meadows South Community Development District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria.
4. The entity will immediately notify the Wind Meadows South Community Development District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.135(5), *Florida Statutes*, Regarding Scrutinized Companies and all of the information provided is true and correct.

\_\_\_\_\_  
Signature by authorized representative

STATE OF FLORIDA  
COUNTY OF POLK

Sworn to and subscribed before me by means of  physical presence or  online notarization, this \_\_\_ day of May, 2023, Harold R. Baxter, on behalf of Center State Development, LLC.

\_\_\_\_\_  
(Official Notary Signature)

Name: \_\_\_\_\_  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

[notary seal]

## EXHIBIT B

### **SWORN STATEMENT ON PUBLIC ENTITY CRIMES** **PURSUANT TO SECTION 287.133(2)(a), FLORIDA STATUTES**

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

1. This sworn statement is submitted to Wind Meadows South Community Development District.
2. I, Harold R. Baxter (print name of authorized representative) am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Manager (print individual's title) for Center State Development, LLC, ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is 4900 Dundee Rd., Winter Haven, FL 33884.
4. Contractor's Federal Employer Identification Number (FEIN) is \_\_\_\_\_.

(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

5. I understand that a "public entity crime" as defined in Section 287.133(1)(g), *Florida Statutes*, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), *Florida Statutes*, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Section 287.133(1)(a), *Florida Statutes*, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or,
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
8. I understand that a "person" as defined in Section 287.133(1)(e), *Florida Statutes* any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

9. Based on information and belief, the statement which I have marked below is true in relation to the Contractor submitting this sworn statement. (Please indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

\_\_\_ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

[CONTINUE ON NEXT PAGE]

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), *Florida Statutes*, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this 10th day of May, 2023.

**CENTER STATE DEVELOPMENT, LLC,**  
a Florida limited liability company

By: HRB Land Investments, LLC, its Manager

By: \_\_\_\_\_  
Name: Harold R. Baxter  
Title: Manager

STATE OF FLORIDA  
COUNTY OF POLK

Sworn to and subscribed before me by means of  physical presence or  online notarization, this \_\_\_ day of May, 2023, by Harold R. Baxter, on behalf of Center State Development, LLC.

[notary seal]

\_\_\_\_\_  
(Official Notary Signature)  
Name: \_\_\_\_\_  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

**EXHIBIT C**

**WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT**  
**TRENCH SAFETY ACT COMPLIANCE STATEMENT**

**INSTRUCTIONS**

Because trench excavations on this project are expected to be in excess of 5 feet, Florida’s Trench Safety Act, Sections 553.60 – 553.64, *Florida Statutes*, requires that construction on the project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. The Contractor is required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Contract Price.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

**CERTIFICATION**

1. I understand that the Trench Safety Act requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be:  
\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
(Written) (Figures)
3. The amount listed above has been included within the Contract Price.

Dated this 10th day of May, 2023.

Contractor:  
**CENTER STATE DEVELOPMENT, LLC**, a Florida limited liability company

By: HRB Land Investments, LLC, its Manager

By: \_\_\_\_\_  
Name: Harold R. Baxter  
Title: Manager

STATE OF FLORIDA  
COUNTY OF POLK

Sworn to and subscribed before me by means of  physical presence or  online notarization, this \_\_\_ day of May, 2023, by Harold R. Baxter, on behalf of Center State Development, LLC.

[notary seal]

\_\_\_\_\_  
(Official Notary Signature)  
Name: \_\_\_\_\_  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_



**WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT  
TRENCH SAFETY ACT COMPLIANCE COST STATEMENT**

**INSTRUCTIONS**

Because trench excavations on this Project are expected to be in excess of 5 feet, Florida’s Trench Safety Act, Sections 553.60 – 553.64, *Florida Statutes*, requires that the Contractor submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Contract Price. This form must be certified in the presence of a notary public or other officer authorized to administer oaths. By executing this statement, Contractor acknowledges that included in the various items of its Contract Price are costs for complying with the Florida Trench Safety Act. The Contractor further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost <sup>1</sup>	Item Total Cost
<b>Project Total</b>			

Dated this 10th day of May, 2023.

Contractor:  
**CENTER STATE DEVELOPMENT, LLC**, a Florida limited liability company

By: HRB Land Investments, LLC, its Manager

By: \_\_\_\_\_  
Name: Harold R. Baxter  
Title: Manager

STATE OF FLORIDA  
COUNTY OF POLK

Sworn to and subscribed before me by means of  physical presence or  online notarization, this \_\_\_ day of May, 2023, by Harold R. Baxter, on behalf of Center State Development, LLC.

\_\_\_\_\_  
(Official Notary Signature)  
Name: \_\_\_\_\_  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

[notary seal]

<sup>1</sup> Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

**EXHIBIT D**

**WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT**  
**SWORN STATEMENT PURSUANT TO SECTION 287.134(2)(a), FLORIDA STATUTES,**  
**ON DISCRIMINATION**

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

1. This sworn statement is submitted to Wind Meadows South Community Development District.
2. I, Harold R. Baxter (print name of authorized representative) am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Manager (print individual's title) for Center State Development, LLC, ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is 4900 Dundee Rd., Winter Haven, FL 33884.
4. Contractor's Federal Employer Identification Number (FEIN) is \_\_\_\_\_.  
  
(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
5. I understand that a "discrimination" or "discriminated" as defined in Section 287.134(1)(b), *Florida Statutes*, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion by an entity; if an appeal is made, the determination of liability does not occur until the completion of any appeals to a higher tribunal.
6. I understand that "discriminatory vendor list" as defined in Section 287.134(1)(c), *Florida Statutes*, means the list required to be kept by the Florida Department of Management Services pursuant to Section 287.134(3)(d), *Florida Statutes*.
7. I understand that "entity" as defined in Section 287.134(1)(e), *Florida Statutes*, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity.
8. I understand that an "affiliate" as defined in Section 287.134(1)(a), *Florida Statutes*, means:
  - a. A predecessor or successor of an entity that discriminated; or
  - b. An entity under the control of any natural person or entity that is active in the management of the entity that discriminated. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one entity of shares constituting a controlling interest in another entity, or a pooling of equipment or income among entities when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity
9. I understand that, pursuant to Section 287.134(2)(a), *Florida Statutes*, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier,

subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

- \_\_\_ Neither the entity submitting this sworn statement, nor any affiliate of the entity, has been placed on the discriminatory vendor list.
  
- \_\_\_ The entity submitting this sworn statement, or an affiliate of the entity, appears on the discriminatory vendor list.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT PLACED ON THE DISCRIMINATORY VENDOR LIST. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY.

\_\_\_\_\_  
Signature by authorized representative

STATE OF FLORIDA  
COUNTY OF POLK

Sworn to and subscribed before me by means of  physical presence or  online notarization, this \_\_\_ day of May, 2023, by Harold R. Baxter, on behalf of Center State Development, LLC.

[notary seal]

\_\_\_\_\_  
(Official Notary Signature)  
Name: \_\_\_\_\_  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

## **DEMAND NOTE AGREEMENT**

**WHEREAS**, on or around May 10, 2023, the **Wind Meadows South Community Development District** (the “District” or “Owner”) accepted assignment of a construction contract with **Center State Development, LLC**, a Florida limited liability company (“Principal”), for construction services, a copy of which is attached hereto as **Exhibit “A”** (the “Contract”); and

**WHEREAS**, Section 255.05(7), Florida Statutes, provides in pertinent part, “[i]n lieu of the bond required by this section, a contractor may file with the state, county, city or other political authority an alternative form of security in the form of . . . a security of a type listed in part II of chapter 625”; and

**WHEREAS**, Section 255.05(7), Florida Statutes, in *pari materia* with 625.317, Florida Statutes (a component of part II of chapter 625), permits “notes” and “other interest-bearing or interest accruing obligations of any solvent corporation organized under the laws of . . . any state” as alternative forms of security under Section 255.05(7), Florida Statutes; and

**WHEREAS**, Section 255.05(7), Florida Statutes, also provides in pertinent part, that “[a]ny such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bond required by this section”; and

**WHEREAS**, the landowner, **Wind Meadows South 2, LLC** (“Guarantor”) desires to provide this instrument (“Demand Note”) to obviate the need for the Principal to incur the expense of a standard public construction bond; and

**WHEREAS**, Guarantor is a solvent company organized as required by Section 255.05(7), Florida Statutes; and

**WHEREAS**, the District, Guarantor and Principal intend for this Demand Note to satisfy the requirements of Section 255.05(7), Florida Statutes, in all respects.

**NOW, THEREFORE**, in consideration of the premises set forth above and the promises contained in this Demand Note, the parties agree as follows:

### **Section I**

**BY THIS INSTRUMENT**, we, Principal and Guarantor, are bound to Owner, in the sum of up to \$\_\_\_\_\_ (“Remaining Contract Price”), which sum shall be subject to adjustment as provided herein, for payment of which we bind ourselves and our successors and assigns, jointly and severally. The recitals are true and correct and by this reference are incorporated herein.

THE CONDITION OF THIS DEMAND NOTE is that if Principal:

1. Performs the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida

Statutes, supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract; and

3. Pays Owner upon demand all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Demand Note is void; otherwise it remains in full force.

Any changes in or under the documents comprising the Contract and compliance or noncompliance with any formalities required under the Contract do not affect Guarantor's obligation under this Demand Note.

**THE PROVISIONS AND LIMITATIONS OF SECTION 255.05, FLORIDA STATUTES, AND ALL NOTICES AND TIME LIMITATIONS PROVIDED THEREIN ARE INCORPORATED HEREIN BY REFERENCE.**

## **Section II**

A. For any actual amounts due under this Demand Note, Guarantor agrees to pay such amounts upon demand of Owner, plus an amount of interest on all such losses, damages, expenses, costs and attorney's fees from the date such are incurred by Owner, at a rate of 1% per month, provided however that Guarantor's maximum liability under this Demand Note shall be equal to the Contract Price (subject to such adjustments as provided for herein).

B. In accordance with Section 255.05(7), Florida Statutes, the valuation of this Demand Note shall be set at the Contract Price, which the parties agree may be increased in amount by authorized Change Order only with the prior written consent of all parties hereto. Upon Guarantor's or Principal's submission to the District of evidence of proper payment under the Contract, the maximum liability of Guarantor under the Demand Note shall be automatically reduced in an amount equal to such payment amount, and the District shall note the same in its records.

## **Section III**

The District, Guarantor, and Principal intend for this Demand Note to satisfy the requirements of Section 255.05(7), Florida Statutes, in all respects. In the event that it is determined by a court of competent jurisdiction that this Demand Note does not satisfy such requirements, the parties agree to take all actions necessary to amend this Demand Note to the extent required to satisfy such requirements. In the event that it is determined by any court of competent jurisdiction that this Demand Note does not satisfy such requirements, and amendment of this Demand Note cannot satisfy such requirements, at the District's election, either 1) Guarantor, shall provide an alternate form of security that meets the requirements of Section 255.05(7), Florida Statutes, or 2) the District shall cause Principal to obtain, and Principal agrees to obtain, at Principals' cost and expense, a standard public construction bond pursuant to Section

255.05, *Florida Statutes*, which cost Principal may recover from the District through a change order to the Contract.

**Section IV**

In the event any party is required to enforce this Demand Note by court proceedings or otherwise, then the prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the non-prevailing party(ies) all fees and costs incurred, including reasonable attorney's fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

**Section V**

This Demand Note and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The parties hereby knowingly, irrevocably, voluntarily and intentionally waive any rights to a trial by jury in respect of any action, proceeding or counter claim based on this Demand Note or arising out of, under or in connection with this Demand Note or any document or instrument executed in connection with this Demand Note, or any course of conduct, course of dealing, statements (whether verbal or written) or action of any party hereto. This provision is a material inducement for the parties entering into the subject Demand Note. Nothing herein shall waive, supplant or otherwise abrogate any other commitment or obligation contained in any other Demand Note unless specifically noted herein.

**Section VI**

All notices, requests, consents and other communications hereunder ("Notifications") shall be in writing and shall be delivered, mailed by Certified Mail, return receipt requested, postage prepaid, or overnight delivery service providing proof of delivery, to the parties, as follows:

**A. If to District:** Wind Meadows South Community Development  
District  
219 E. Livingston Street  
Orlando, Florida 32801  
Attn: District Manager

**With a copy to:** Kilinski Van Wyk, PLLC  
2016 Delta Boulevard, Suite 101  
Tallahassee, Florida 32303  
Attn: Jennifer Kilinski

**B. If to Guarantor:** Wind Meadows South 2, LLC  
4900 Dundee Rd  
Winter Haven, FL 33884  
Attn: Harold R. Baxter

**C. If to Principal:** Center State Development, LLC  
4900 Dundee Rd  
Winter Haven, FL 33884  
Attn: Harold R. Baxter

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

#### **Section VII**

The parties agree nothing contained in this Demand Note shall constitute or be construed as a waiver of the District's limitations on liability set forth in Section 768.28, *Florida Statutes*, and other applicable law. This Demand Note is solely for the benefit of the parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Demand Note expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Demand Note or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

#### **Section VIII**

Each party shall take such actions to execute, file, record, publish and deliver such additional certificates, instruments and other documents as the other party may, from time to time, reasonably require in order to accomplish the purposes of this Demand Note. If any provisions of this Demand Note shall be held invalid or unenforceable, such invalidity or unenforceability shall not, if possible, affect the validity or enforceability of any other provision of this Demand Note, and this Demand Note shall, if possible, be construed in all respects as if such invalid or unenforceable provision were omitted.

**Section IX**

No party may assign their rights, duties or obligations under this Demand Note or any monies to become due hereunder without the prior written consent of the other parties, which consent shall not be unreasonably withheld.

**Section X**

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

**Section XI**

This Demand Note shall become effective immediately.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]



**WITNESSES:**

Signed, sealed and delivered  
in the presence of:

**Wind Meadows South Community  
Development District**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Brent Elliot, Chairperson

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 10th day of May 2023, by Brent Elliot, as the Chairperson of the Wind Meadows South Community Development District, on behalf of the District. He  is personally known to me or  produced \_\_\_\_\_ as identification.

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

{Notary Seal}

Signed, sealed and delivered  
in the presence of:

**Wind Meadows South 2, LLC**  
a Florida limited liability company

By: Center State Development 2, LLC, its  
Manager

\_\_\_\_\_  
Print Name:\_\_\_\_\_

By: HRB Land Investments, LLC, its  
Manager

\_\_\_\_\_  
Print Name:\_\_\_\_\_

By:\_\_\_\_\_  
Name: Harold R. Baxter  
Title: Manager

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing was sworn to and subscribed before me by means of  physical presence  
or  online notarization this 10<sup>th</sup> day of May 2023, by Harold R. Baxter, on behalf of Wind  
Meadows South 2, LLC, a Florida limited liability company. He  is personally known to me or  
 produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Typed name of Notary Public)  
Notary Public, State of Florida  
Commission No.:\_\_\_\_\_  
My Commission Expires:\_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

**CENTER STATE DEVELOPMENT, LLC**, a  
Florida limited liability company

By: HRB Land Investments, LLC, its Manager

\_\_\_\_\_  
Signature

By: \_\_\_\_\_

Name: Harold R. Baxter

Title: Manager

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing was sworn to and subscribed before me by means of  physical presence  
or  online notarization this 10<sup>th</sup> day of May 2023, by Harold R. Baxter, on behalf of Center State  
Development, LLC. He  is personally known to me or  produced \_\_\_\_\_ as  
identification.

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Typed name of Notary Public)

Notary Public, State of Florida

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**Exhibit A:** Contract

EXHIBIT A

# SECTION V

**RESOLUTION 2023-18**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A TREASURER AND ASSISTANT TREASURER OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Wind Meadows South Community Development District (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Bartow, Polk County, Florida; and

**WHEREAS**, the Board of Supervisors of the District desires to appoint a Treasurer; and

**WHEREAS**, the Board of Supervisors of the District desires to appoint an Assistant Treasurer.

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

**SECTION 1.** George Flint is appointed Treasurer.

**SECTION 2.** Katie Costa is appointed Assistant Treasurer.

**SECTION 3.** Darrin Mossing is appointed Assistant Treasurer.

**SECTION 4.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 10th day of May 2023.

ATTEST:

**WIND MEADOWS SOUTH  
COMMUNITY DEVELOPMENT  
DISTRICT**

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

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

# SECTION VI

# SECTION C





# Wind Meadows South CDD

## Field Management Report



May 10th, 2023

Clayton Smith – Field Services  
Manager

GMS

# Completed

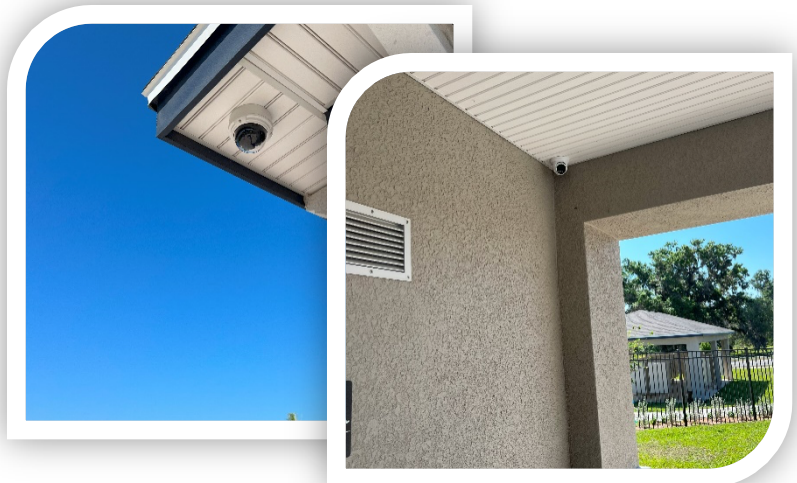
## Street Sign Repair



- ✚ The main Street sign coming into the development was damaged.
- ✚ We had our team come out and replace the sign.

## Security

- ✚ Our Security systems are functional.



# Completed

## Amenity Contact Signs



- ✚ The Contact information for the district has been placed at the amenity center.

## Pool Pavers Fixed



- ✚ Pavers were moved on the pool deck from the rain.
- ✚ Installers come back out and re-level them.

# Completed

## Repaired Gate to Amenity



- ✚ Bolts came lose in the gate.
- ✚ We had our team repair the issue.

## Electric at Amenity Center

- ✚ The Transform as been repairs and the electric is back up at our amenity center.



# In Progress

## Fence Repair



- ✚ We are in the process of repairing this section of the fence at the dog park.

## Dog Park Rule Signs

- ✚ We have ordered Dog Park Rule signs.
- ✚ Once they are in, our team will install them.



# 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 D

# SECTION 1



*Wind Meadows South  
Community Development District*

Summary of Invoices

March 01, 2023 through March 31, 2023

<b>Fund</b>	<b>Date</b>	<b>Check No.'s</b>	<b>Amount</b>
General Fund	3/2/23	85-86	\$ 9,351.27
	3/10/23	87-88	\$ 3,160.00
	3/16/23	89	\$ 4,386.95
	3/22/23	90	\$ 4,732.19
	3/29/23	91	\$ 358.61
<b>Total</b>			<b>\$ 21,989.02</b>

CHECK DATE	VEND#	INVOICE DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
3/02/23	00002	2/28/23	00053589	202302	310	51300	48000		CA FLORIDA HOLDINGS, LLC	*	292.19		
			NOT RULE DEV MEET 2/7/23										
		2/28/23	00053589	202302	310	51300	48000		CA FLORIDA HOLDINGS, LLC	*	565.22		
			NOT AMENITY RULE 2/8/23										
		2/28/23	00053589	202302	310	51300	48000		CA FLORIDA HOLDINGS, LLC	*	900.52		
			NOT UNIFORM METH 2/15/23										
-----												1,757.93	000085
3/02/23	00013	3/01/23	69100	202303	320	53800	46200		WEBER ENVIRONMENTAL SERVICES, INC.	*	7,593.34		
			LANDSCAPE MAINT MAR 23										
-----												7,593.34	000086
3/10/23	00001	1/30/23	33	202301	320	53800	49000		GOVERNMENTAL MANAGEMENT SERVICES	*	660.00		
			GENERAL MAINT JAN 23										
-----												660.00	000087
3/10/23	00021	3/01/23	18663	202303	330	57200	48500		RESORT POOL SERVICES	*	2,500.00		
			POOL MAINTENANCE MAR 23										
-----												2,500.00	000088
3/16/23	00001	3/01/23	31	202303	310	51300	34000		GOVERNMENTAL MANAGEMENT SERVICES	*	3,062.50		
			MANAGEMENT FEES MAR 23										
		3/01/23	31	202303	310	51300	35200		GOVERNMENTAL MANAGEMENT SERVICES	*	100.00		
			WEBSITE ADMIN MAR 23										
		3/01/23	31	202303	310	51300	35100		GOVERNMENTAL MANAGEMENT SERVICES	*	150.00		
			INFORMATION TECH MAR 23										
		3/01/23	31	202303	310	51300	31300		GOVERNMENTAL MANAGEMENT SERVICES	*	416.67		
			DISSEMINATION SVCS MAR 23										
		3/01/23	31	202303	310	51300	51000		GOVERNMENTAL MANAGEMENT SERVICES	*	2.86		
			OFFICE SUPPLIES MAR 23										
		3/01/23	31	202303	310	51300	42000		GOVERNMENTAL MANAGEMENT SERVICES	*	25.12		
			POSTAGE MAR 23										
		3/01/23	31	202303	310	51300	42500		GOVERNMENTAL MANAGEMENT SERVICES	*	4.80		
			COPIES MAR 23										
		3/01/23	32	202303	320	53800	34000		GOVERNMENTAL MANAGEMENT SERVICES	*	625.00		
			FIELD MANAGEMENT MAR 23										
-----												4,386.95	000089
3/22/23	00005	3/16/23	6247	202302	310	51300	31500		KILINSKI/VAN WYK, PLLC	*	4,732.19		
			GENERAL COUNSEL FEB 23										
-----												4,732.19	000090
3/29/23	00001	2/28/23	34	202302	330	57200	49000		GOVERNMENTAL MANAGEMENT SERVICES	*	358.61		
			AMENITY SIGNAGE										
-----												358.61	000091
TOTAL FOR BANK A											21,989.02		
WINM WIND MEADOWS NRUIZ													

# SECTION 2

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

***Unaudited Financial Reporting***  
***March 31, 2023***



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6-7	<hr/>	<u>Month to Month</u>
8	<hr/>	<u>Assessment Receipt Schedule</u>
9	<hr/>	<u>Long Term Debt Schedule</u>

# Wind Meadows South

## Community Development District

### Combined Balance Sheet

March 31, 2023

	General Fund	Debt Service Fund	Capital Projects Fund	Totals Governmental Funds
<b>Assets:</b>				
Operating Account	\$ 191,474	\$ -	\$ -	\$ 191,474
Due From Developer	\$ 25,750	\$ -	\$ -	\$ 25,750
<b>Investments:</b>				
<u>Series 2021</u>				
Reserve	\$ -	\$ 520,000	\$ -	\$ 520,000
Revenue	\$ -	\$ 529,383	\$ -	\$ 529,383
Construction	\$ -	\$ -	\$ 4	\$ 4
<b>Total Assets</b>	<b>\$ 217,224</b>	<b>\$ 1,049,383</b>	<b>\$ 4</b>	<b>\$ 1,266,611</b>
<b>Liabilities:</b>				
Accounts Payable	\$ 6,649	\$ -	\$ -	\$ 6,649
<b>Total Liabilities</b>	<b>\$ 6,649</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 6,649</b>
<b>Fund Balances:</b>				
Restricted for:				
Debt Service - Series 2021	\$ -	\$ 1,049,383	\$ -	\$ 1,049,383
Capital Projects - Series 2021	\$ -	\$ -	\$ 4	\$ 4
Unassigned	\$ 210,574	\$ -	\$ -	\$ 210,574
<b>Total Fund Balances</b>	<b>\$ 210,574</b>	<b>\$ 1,049,383</b>	<b>\$ 4</b>	<b>\$ 1,259,962</b>
<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 217,224</b>	<b>\$ 1,049,383</b>	<b>\$ 4</b>	<b>\$ 1,266,611</b>

# Wind Meadows South

## Community Development District

### General Fund

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

For The Period Ending March 31, 2023

	Amended Budget	Prorated Budget Thru 03/31/23	Actual Thru 03/31/23	Variance
<b>Revenues</b>				
Assessments - Tax Roll	\$ 270,400	\$ 270,400	\$ 270,629	\$ 230
Developer Contributions	\$ 122,592	\$ 69,548	\$ 69,548	\$ -
Boundary Amendment Contribution	\$ -	\$ -	\$ 5,687	\$ 5,687
<b>Total Revenues</b>	<b>\$ 392,991</b>	<b>\$ 339,947</b>	<b>\$ 345,864</b>	<b>\$ 5,917</b>
<b>Expenditures:</b>				
<b><u>General &amp; Administrative:</u></b>				
Supervisor Fees	\$ 12,000	\$ 6,000	\$ -	\$ 6,000
Engineering	\$ 15,000	\$ 7,500	\$ 1,375	\$ 6,125
Attorney	\$ 25,000	\$ 12,500	\$ 11,357	\$ 1,143
Annual Audit	\$ 3,400	\$ -	\$ -	\$ -
Assessment Administration	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Arbitrage	\$ 500	\$ -	\$ -	\$ -
Dissemination	\$ 5,000	\$ 2,500	\$ 2,500	\$ (0)
Trustee Fees	\$ 5,000	\$ 5,000	\$ 4,041	\$ 959
Management Fees	\$ 36,750	\$ 18,375	\$ 18,375	\$ -
Information Technology	\$ 1,800	\$ 900	\$ 900	\$ -
Website Maintenance	\$ 1,200	\$ 600	\$ 600	\$ -
Telephone	\$ 300	\$ 150	\$ -	\$ 150
Postage & Delivery	\$ 1,000	\$ 500	\$ 208	\$ 292
Insurance	\$ 5,500	\$ 5,500	\$ 5,375	\$ 125
Printing & Binding	\$ 1,000	\$ 500	\$ 9	\$ 491
Legal Advertising	\$ 10,000	\$ 5,000	\$ 8,182	\$ (3,182)
Contingency	\$ 5,000	\$ 2,500	\$ 1,485	\$ 1,015
Office Supplies	\$ 625	\$ 313	\$ 11	\$ 301
Travel Per Diem	\$ 660	\$ 330	\$ -	\$ 330
Boundary Amendment Expenses	\$ -	\$ -	\$ 8,879	\$ (8,879)
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
<b>Total General &amp; Administrative:</b>	<b>\$ 134,910</b>	<b>\$ 73,343</b>	<b>\$ 68,473</b>	<b>\$ 4,869</b>
<b><u>Operations and Maintenance Expenditures</u></b>				
<b><u>Field Operations</u></b>				
Property Insurance	\$ 5,000	\$ 2,500	\$ -	\$ 2,500
Field Management	\$ 15,000	\$ 7,500	\$ 3,750	\$ 3,750
Landscape Maintenance	\$ 91,120	\$ 45,560	\$ 50,373	\$ (4,813)
Landscape Replacement	\$ 15,000	\$ 7,500	\$ -	\$ 7,500
Lake Maintenance	\$ -	\$ -	\$ 1,125	\$ (1,125)
Streetlights	\$ 15,000	\$ 7,500	\$ -	\$ 7,500
Electric - Field	\$ 5,500	\$ 2,750	\$ -	\$ 2,750
Water & Sewer - Field	\$ 10,000	\$ 10,000	\$ 29,490	\$ (19,490)
Sidewalk & Asphalt Maintenance	\$ 2,500	\$ 1,250	\$ -	\$ 1,250
Irrigation Repairs	\$ 5,000	\$ 2,500	\$ 405	\$ 2,095
General Repairs & Maintenance	\$ 15,000	\$ 7,500	\$ -	\$ 7,500
Field Contingency	\$ 7,500	\$ 7,500	\$ 9,624	\$ (2,124)
<b>Subtotal Field Expenditures</b>	<b>\$ 186,620</b>	<b>\$ 102,060</b>	<b>\$ 94,768</b>	<b>\$ 7,292</b>

# Wind Meadows South

## Community Development District

### General Fund

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

For The Period Ending March 31, 2023

	Amended Budget	Prorated Budget Thru 03/31/23	Actual Thru 03/31/23	Variance
<b>Amenity Expenditures</b>				
Amenity - Electric	\$ 10,500	\$ 5,250	\$ 136	\$ 5,114
Amenity - Water	\$ 5,833	\$ 2,917	\$ 120	\$ 2,796
Internet	\$ 1,750	\$ -	\$ -	\$ -
Pest Control	\$ 420	\$ -	\$ -	\$ -
Janitorial Service	\$ 5,833	\$ -	\$ -	\$ -
Security Services	\$ 10,000	\$ -	\$ -	\$ -
Pool Maintenance	\$ 12,833	\$ 6,417	\$ 2,500	\$ 3,917
Amenity Repairs & Maintenance	\$ 7,000	\$ -	\$ -	\$ -
Amenity Access Management	\$ 2,917	\$ -	\$ -	\$ -
Contingency	\$ 4,375	\$ 2,188	\$ 359	\$ 1,829
<b>Subtotal Amenity Expenditures</b>	<b>\$ 61,461</b>	<b>\$ 16,771</b>	<b>\$ 3,115</b>	<b>\$ 13,656</b>
<b>Total Operations and Maintenance:</b>	<b>\$ 248,081</b>	<b>\$ 118,831</b>	<b>\$ 97,883</b>	<b>\$ 20,947</b>
<i>Other Expenditures</i>				
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>\$ 192,173</b>	<b>\$ 166,357</b>	<b>\$ 25,816</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 179,508</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 31,067</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 210,574</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 March 31, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 03/31/23	Thru 03/31/23	Variance
<b>Revenues:</b>				
Assessments - Tax Roll	\$ 520,000	\$ 520,000	\$ 520,442	\$ 442
Assessments - Lot Closings	\$ -	\$ -	\$ 59,293	\$ 59,293
Interest	\$ -	\$ -	\$ 9,884	\$ 9,884
<b>Total Revenues</b>	<b>\$ 520,000</b>	<b>\$ 520,000</b>	<b>\$ 589,619</b>	<b>\$ 69,619</b>
<b>Expenditures:</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>\$ 424,247</b>	<b>\$ 69,619</b>
<b>Fund Balance - Beginning</b>	<b>\$ 165,371</b>		<b>\$ 625,136</b>	
<b>Fund Balance - Ending</b>	<b>\$ 164,629</b>		<b>\$ 1,049,383</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 March 31, 2023

	Adopted	Prorated Budget	Actual	Variance
	Budget	Thru 03/31/23	Thru 03/31/23	
<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	\$ 750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 69,548
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>\$ 750</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 345,864</b>

**Expenditures:**

**General & Administrative:**

Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Engineering	\$ -	\$ 250	\$ -	\$ 1,125	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,375
Attorney	\$ 443	\$ 297	\$ 766	\$ 5,121	\$ 4,732	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,357
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dissemination	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500
Trustee Fees	\$ -	\$ 4,041	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,041
Management Fees	\$ 3,063	\$ 3,063	\$ 3,063	\$ 3,063	\$ 3,063	\$ 3,063	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,375
Information Technology	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 900
Website Maintenance	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage & Delivery	\$ 3	\$ 4	\$ 10	\$ 129	\$ 37	\$ 25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 208
Insurance	\$ 5,375	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,375
Printing & Binding	\$ -	\$ -	\$ 5	\$ -	\$ -	\$ 5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9
Legal Advertising	\$ -	\$ -	\$ -	\$ -	\$ 2,658	\$ 5,524	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,182
Contingency	\$ -	\$ 1,485	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,485
Office Supplies	\$ 3	\$ 0	\$ 3	\$ 0	\$ 3	\$ 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11
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>\$ 10,354</b>	<b>\$ 11,160</b>	<b>\$ 9,286</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 68,473</b>

# Wind Meadows South

## Community Development District

### Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
<b>Operations and Maintenance Expenses</b>													
<i>Field Operations</i>													
Property Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Field Management	\$ 625	\$ 625	\$ 625	\$ 625	\$ 625	\$ 625	\$ 625	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,750
Landscape Maintenance	\$ 12,000	\$ 8,000	\$ 7,593	\$ 7,593	\$ 7,593	\$ 7,593	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,373
Landscape Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lake Maintenance	\$ -	\$ 225	\$ 225	\$ 225	\$ 225	\$ 225	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,125
Streetlights	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Electric - Field	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water & Sewer - Field	\$ 7,506	\$ 1,413	\$ 3,265	\$ 13,444	\$ 3,398	\$ 466	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,490
Sidewalk & Asphalt Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Irrigation Repairs	\$ -	\$ -	\$ -	\$ 405	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 405
General Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Field Contingency	\$ -	\$ 8,500	\$ 464	\$ 660	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,624
<b>Total Operations and Maintenance Expenses</b>	<b>\$ 20,131</b>	<b>\$ 18,763</b>	<b>\$ 12,172</b>	<b>\$ 22,952</b>	<b>\$ 11,841</b>	<b>\$ 8,909</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 94,768</b>
<b>Amenity Expenditures</b>													
Amenity - Electric	\$ -	\$ -	\$ -	\$ -	\$ 70	\$ 67	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 136
Amenity - Water	\$ -	\$ -	\$ 11	\$ 110	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 120
Internet	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pest Control	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Janitorial Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Security Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pool Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500
Amenity Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenity Access Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contingency	\$ -	\$ -	\$ -	\$ -	\$ 359	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 359
<b>Total Amenity Expenses</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 11</b>	<b>\$ 110</b>	<b>\$ 428</b>	<b>\$ 2,567</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,115</b>
<b>Total Expenditures</b>	<b>\$ 34,859</b>	<b>\$ 28,568</b>	<b>\$ 25,323</b>	<b>\$ 33,415</b>	<b>\$ 23,429</b>	<b>\$ 20,762</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 166,357</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ (19,859)</b>	<b>\$ (3,181)</b>	<b>\$ 206,565</b>	<b>\$ 39,424</b>	<b>\$ (22,679)</b>	<b>\$ (20,762)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 179,508</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%

Date	Distribution	Gross Amount	Commissions	Discount/Penalty	Property Appraiser	Interest	Net Receipts	2022 Debt		Total
								O&M Portion	Service	
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
<b>CURRENT BONDS OUTSTANDING</b>	<b>\$9,501,605</b>

# SECTION 3



April 21, 2023

Samantha Hoxie – Recording Secretary  
Wind Meadows South CDD Office  
219 E. Livingston Street  
Orlando, Florida 32801-1508

**RE: Wind Meadows South Community Development District Registered  
Voters**

Dear Ms. Hoxie,

In response to your request, there are currently **78** voters within the Wind Meadows South Community Development District as of **April 15, 2023**.

Please do not hesitate to contact us if we can be of further assistance.

Sincerely,

Lori Edwards  
Supervisor of Elections  
Polk County, Florida