

*Wind Meadows South
Community Development District*

Meeting Agenda

November 13, 2024

AGENDA

Wind Meadows South Community Development District

219 E. Livingston St., Orlando, Florida 32801
Phone: 407-841-5524 – Fax: 407-839-1526

November 6, 2024

Board of Supervisors Meeting Wind Meadows South Community Development District

Dear Board Members:

A meeting of the Board of Supervisors of the **Wind Meadows South Community Development District** will be held **Wednesday, November 13, 2024 at 1:45 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 (¹Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Organizational Matters
 - A. Administration of Oath to Newly Appointed Supervisor Cody Hatmaker
4. Approval of Minutes of the September 11, 2024 Board of Supervisors Meeting
5. Consideration of Resolution 2025-01 Authorizing the Publication of Legal Advertisements and Public Notices on a Publicly Accessible Website in Polk County
6. Consideration of Proposal from GMS for Towing Signage Installation in Community
7. Consideration of Towing Services Agreement with Bolton's Towing Services
8. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Field Manager's Report
 - i. Consideration of Proposal from Prince & Sons for Tree Removal After Storm
 - D. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet & Income Statement
 - iii. Reminder: 4 Hours of Ethics Training Must be Completed by 12/31/24
9. Other Business
10. Supervisors Requests and Audience Comments
11. Adjournment

¹ 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, **September 11, 2024**, at 1:30 p.m. at the Holiday Inn – Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, Florida.

Present and constituting a quorum:

| | |
|---------------|---------------------|
| Brent Elliott | Chairman |
| Halsey Carson | Vice Chairperson |
| Karen Ritchie | Assistant Secretary |

Also present were:

| | |
|-----------------------------|---------------------------------------|
| Jill Burns | District Manager, GMS |
| Lauren Gentry | District Counsel, Kilinski Van Wyk |
| Chris Loy | District Counsel, Kilinski Van Wyk |
| Bryan Hunter <i>by Zoom</i> | District Engineer, Hunter Engineering |
| Allen Bailey | Field Manager, GMS |

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order at 1:32 p.m. and called roll. Three Supervisors were present constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Burns noted that there were no members of the public present for public comments and the next item followed.

THIRD ORDER OF BUSINESS

Organizational Matters

A. Acceptance of Resignation of Supervisor Dottie Mobley

Ms. Burns presented the letter of resignation from Supervisor Dottie Mobley and asked for a motion to accept that resignation.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, the Acceptance of Resignation of Supervisor Dottie Mobley, was approved.

B. Consideration of Appointment to Board Seat #3

Ms. Burns noted that this leaves a vacancy for Seat #3 and asked for an appointment. Supervisor Elliott appointed Cody Hatmaker and Ms. Burns asked for a motion of approval.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, the Appointment of Cody Hatmaker to Seat #3, was approved.

C. Administration of Oath to Newly Appointed Supervisor

Ms. Burns noted that Mr. Hatmaker was not present for the meeting and that they would get him sworn in at the next Board of Supervisors meeting.

D. Consideration of Resolution 2024-09 Appointing an Assistant Secretary

Ms. Burns presented the resolution and noted that this would appoint Mr. Hatmaker as an Assistant Secretary to the Board.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, Resolution 2024-09 Appointing an Assistant Secretary, was approved.

FOURTH ORDER OF BUSINESS

Approval of Minutes of the July 10, 2024 Board of Supervisors Meeting

Ms. Burns presented the minutes of the July 10, 2024 Board of Supervisors meeting. She asked if there were any questions, comments, or corrections. The Board had no changes to the minutes and there was a motion of approval.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, the Minutes of the July 10, 2024 Board of Supervisors Meeting, were approved.

FIFTH ORDER OF BUSINESS

Public Hearing

A. Public Hearing on the Adoption of Parking and Towing Policies for the District

Ms. Burns stated this public hearing has been advertised in the paper. She asked for a motion to open.

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

i. Consideration of Resolution 2024-10 Adopting Parking and Towing Policies for the District

Ms. Burns stated that the District had started to get complaints regarding street parking and commercial vehicles within the District. She presented a set of policies standard to CDDs concerning parking. There will be signage installed where parking is allowed, and she noted there is a map included for Board review. The Board and staff discussed parking options before coming to a motion of approval.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, Resolution 2024-010 Adopting Parking and Towing Policies for the District, was approved.

Ms. Burns stated there were no members of the public present for comment or discussion and 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.

Ms. Burns noted that they will towing contract in place and asked for a motion to authorize Counsel to draft something for towing and have the Chair sign.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, Authorizing Staff to Draft a Towing Contract, was approved.

SIXTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Gentry had nothing to report to the Board and offered to answer any questions. There being no comments, the next item followed.

B. Engineer

Mr. Hunter had nothing to report to the Board.

C. Field Manager's Report

Mr. Bailey presented the field managers' report which was included in the agenda package.

i. Consideration of Various Landscaping Proposals from Prince & Sons

a) Plant Replacement at Main Entrance and Front Berm Area

b) Plant Replacement at Pool and Dog Park

c) Removal of Broken Oak Tree Limbs in Common Area

d) Landscaping for 3 Island Areas in Roundabouts

Mr. Bailey presented the various landscaping proposals from Prince & Sons for Board consideration. The total cost for all 4 proposals is \$26,055 and the detail with scope of work can be found in the agenda package.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, the Various Landscaping Proposals from Prince and Sons, were approved.

D. District Manager's Report

i. Approval of Check Register

Ms. Burns presented the check register for review and approval. She noted if there are any questions on the invoices, she would be happy to answer them. This check register runs from July through August totaling \$58,324.07.

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 the financial statements were in the agenda package for review. There is no action necessary from the Board.

SEVENTH ORDER OF BUSINESS

Other Business

There being no comments, the next item followed.

EIGHTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

There being no comments, the next item followed.

NINTH 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 V

RESOLUTION 2025-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE PUBLICATION OF LEGAL ADVERTISEMENTS AND PUBLIC NOTICES ON A PUBLICALLY ACCESSABLE WEBSITE; GRANTING THE AUTHORITY TO EXECUTE A PARTICIPATION AGREEMENT WITH POLK COUNTY; APPROVING THE FORM OF GOVERNMENT AGENCY ORDER; PROVIDING FOR NOTICE OF THE USE OF PUBLICALLY ACCESSABLE WEBSITE; AUTHORIZING THE DISTRICT MANAGER TO TAKE ALL ACTIONS NECESSARY TO COMPLY WITH CHAPTER 50, FLORIDA STATUTES AND POLK COUNTY ORDINANCE 2024-041 AND IMPLIMENTING RESOLUTIONS; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Wind Meadows South Community Development District (“**District**”) is a local unit of special purpose government¹ created and existing pursuant to Chapter 190, Florida Statutes, and situated within Polk County, Florida; and

WHEREAS, the District is a political subdivision of the State of Florida and a “governmental agency” as that term is defined in Section 1.01(8) and Section 50.0311, Florida Statutes; and

WHEREAS, Chapter 50, Florida Statutes, provides that a governmental agency may publish certain statutorily required legal advertisements, publications and notices on a Publicly Accessible Website, as defined below, if the cost of publication is less than the cost of publication in a newspaper; and

WHEREAS, the District Board of Supervisors has determined that the cost of publication of legally required advertisements and public notices on the Polk County Publicly Accessible Website is less than the cost of publishing advertisements and public notices in a newspaper; and

WHEREAS, Polk County, Florida has adopted Ordinance 2024-041 and Resolutions 24-124 and 24-125 (“County Regulations”), designating the Publicly Accessible Website of URL <http://polkcounty.column.us/search> (“Publicly Accessible Website”) for the publication of Legal Notices and Advertisements, such Ordinance and Resolutions are hereby adopted by this reference as if fully set forth herein; and

¹ Section 190.003(6), FS

WHEREAS, Polk County Resolution 2024-124 also designates the Publicly Accessible Website for the use of governmental agencies within Polk County; and

WHEREAS, the District desires to publish all legal advertisements and public notices on the Publicly Accessible Website to the extent authorized by law; and

WHEREAS, the District's Board of Supervisors finds that granting to the District Manager and the Chairman the Authority to enter into the Participation Agreement and the Government Agency Order in the substantial form as set forth in Composite Exhibit A, attached hereto and incorporated by this reference, is in the best interests of the District.

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

1. INCORPORATION OF RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

2. AUTHORIZATION. The District hereby authorizes the use of the Publicly Accessible Website, as allowed by law, to be used for the publication of legal advertisements and public notices.

3. DELEGATION OF AUTHORITY. The District Manager and the Chairman are hereby authorized to sign, accept or execute a Participation Agreement and Government Agency Order in substantially the form attached hereto as Composite Exhibit A.

4. PUBLICATION OF NOTICE AND REGISTRY. The District Manager shall cause notice of the use of the Publicly Accessible Website for legal advertisements and public notices to be published annually in a newspaper of general circulation within the jurisdiction of the District and to maintain a registry of property owners and residents as set forth in Section 50.0311(6), Florida Statutes.

5. AUTHORIZATION. The District Manager is hereby authorized to take all actions necessary to provide for the implementation of this Resolution and comply with the specific requirements of Section 50.0311 and the County Regulations.

6. CONFLICTING PROVISIONS. All District Rules, Policies or Resolutions in conflict with this Resolution are hereby suspended.

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

8. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED THIS 13TH DAY OF NOVEMBER 2024.

**WIND MEADOWS SOUTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/ Assistant Secretary
Print Name: _____

Chair/ Vice Chair
Print Name: _____

Composite Exhibit A

Governmental Agency Order

D-R Media and Investments, LLC Publicly Accessible Website Agreement

This Order is between County/[Governmental Agency] ("County")/("Governmental Agency") and D-R Media and Investments, LLC ("Contractor" or "D-R Media") pursuant to Contractor's Agreement with Polk County. Contractor affirms that the representations and warranties in the Agreement are true and correct as of the date this Order is executed by Contractor. In the event of any inconsistency between this Order and the Agreement, the provisions of the Agreement shall govern and control.

Services to be provided pursuant to this Order:

[COMPOSE SIMPLE SUMMARY INCLUDING GO-LIVE DATE]

The time period for this Order, unless otherwise extended or terminated by either party, is as follows:

Contractor shall provide notices on the Publicly Accessible Website at no charge to the County/Governmental Agency as provided in the Agreement.

Additional Terms:

- a. **Form of Notice.** County/Governmental Agency shall comply with all applicable requirements, obligations, duties, and procedures set forth in Chapter 50, Florida Statutes ("Notice Requirements"), as may be amended from time to time, relating to any Notices published on the Website. County/Governmental Agency shall be solely responsible for compliance with the Notice Requirements.

- b. **Sovereign Immunity.** Nothing contained in this Agreement shall be deemed a waiver, expressed or implied, of the County/Governmental Agency's sovereign immunity or an increase in the limits of liability pursuant to Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict

liability, negligence, product liability or otherwise nor shall anything included herein be construed as consent by County/Governmental Agency to be sued by a third party in any matter arising out of this Order.

c. Notices. Parties shall ensure any Notices are provided in accordance with the "Notices" section of the Agreement at the address for Contractor listed in the Agreement and the address for County/Governmental Agency listed in the Participation Agreement.

d. Public Records. The provisions of Section 119.0701 are hereby incorporated as if fully set forth herein. Governmental Agency's public records custodian is as follows:

Warranties and Disclaimer.

a. Each person signing this Order, represents and warrants that they are duly authorized and have legal capacity to execute and bind the respective party to the terms and conditions of this Order. Each party represents and warrants to the other that the execution and delivery of the Order and the performance of such Party's obligations thereunder have been duly authorized and that this Order is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

b. D-R Media warrants that the Services will perform substantially in accordance with the Agreement, documentation, and marketing proposals, and free of any material defect. D-R Media warrants to the Governmental Agency that, upon notice given to D-R Media of any defect in design or fault or improper workmanship, D-R Media shall remedy any such defect. D-R Media makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than D- R Media, even in a situation where D-R Media approves of such modification in writing; or (ii) use of the Services in combination with a third-party service, web hosting service, or server not authorized by D-R Media.

c. EXCEPT FOR THE EXPRESS WARRANTIES IN THE AGREEMENT AND THIS ORDER, D-R MEDIA HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.

d. EACH PROVISION OF THIS ORDER THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS ORDER BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY D-R MEDIA TO GOVERNMENTAL AGENCY AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS ORDER.

Ownership and Content Responsibility.

a. Upon completion of the Initial Implementation and go-live date, County/Governmental Agency shall assume full responsibility for County/Governmental Agency Content maintenance and administration. County/Governmental Agency, not D- R Media, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Governmental Agency Content.

b. At any time during the term of the applicable Order, County/Governmental Agency shall have the ability to download the County/Governmental Agency Content and export the County/Governmental Agency data through the Services.

Responsibilities of the Parties.

a. D-R Media will not be liable for any failure of performance that is caused by or the result of any act or omission by Governmental Agency or any entity employed/contracted on the Governmental Agency's behalf.

b. County/Governmental Agency shall be responsible for all activity that occurs under County/Governmental Agency's accounts by or on behalf of County/Governmental Agency. County/Governmental Agency agrees to (a) be solely responsible for all designated and authorized individuals chosen by Governmental Agency ("User") activity, which must be in accordance with this Order; (b) be solely responsible for County/Governmental Agency content and data; (c) obtain and maintain during the term

all necessary consents, agreements and approvals from end-users, individuals, or any other third parties for all actual or intended uses of information, data, or other content County/Governmental Agency will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify D-R Media promptly of any known unauthorized access or use of the foregoing; and (e) use the Services only in accordance with applicable laws and regulations.

c. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or D-R Media Property.

d. In the event of a security breach at the sole fault of the negligence, malicious actions, omissions, or misconduct of D-R Media, D-R Media, as the data custodian, shall comply will all remediation efforts as required by applicable federal and state law.

(Signatures appear on the following page.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Order,
effective as of the date the last party signs this Order.

GOVERNMENTAL AGENCY NAME

ATTEST:

By: _____
GOVERNMENTAL AGENCY NAME/TITLE

CITY CLERK

Print Name
____ day of _____, 20__

Contractor

Signature

Print/Type Name

Title

**Form Participation Agreement for Publication of Legal Notices on County Designated
Publicly Accessible Website**

This Form Participation Agreement ("Participation Agreement") is made and entered into by and between Polk County, a political subdivision of the State of Florida ("County"), and _____, a local government existing under the laws of the State of Florida ("Local Government") (each a "Party," and collectively the "Parties").

RECITALS

- A. During the 2022 legislative session, the Florida Legislature enacted House Bill 7049, which created Section 50.0311, Florida Statutes.
- B. Effective January 1, 2023, Section 50.0311, Florida Statutes, authorizes a local governmental agency to publish legal notices under specified conditions on a publicly accessible website, owned or designated by the applicable county, instead of in a print newspaper.
- C. Local Government represents that it is a governmental agency as defined in Section 50.0311, Florida Statutes. Local Government desires to utilize County's designated publicly accessible website for certain required notices and advertisements.
- D. Pursuant to Section 50.0311, Florida Statutes, County designated the website operated by D-R Media ("Website") as County's publicly accessible website for publication of notices and advertisements ("Publications").

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Recitals. The truth and accuracy of each clause set forth above is acknowledged by the Parties.
- 2. Designation of Website. County has entered into an agreement with Website ("Website Contract") for Publications. County may at any time, upon at least ninety (90) days prior to written notice to Local Government in accordance with the Notices section of this

Participation Agreement, designate a different entity as County's publicly accessible website pursuant to Section 50.0311, Florida Statutes. Parties shall consider any such new designation as automatically effective upon the date stated in County's notice without the need for an amendment to this Participation Agreement, and upon the effective date the new website shall be the "Website" for purposes of this Participation Agreement.

3. Utilization of Website. Local Government may utilize the Website for its Publications if and to the extent it elects to do so. Nothing in this Participation Agreement obligates Local Government to utilize the Website for any Publication. However, any utilization of Website by Local Government for Publications pursuant to Section 50.0311, Florida Statutes, shall be obtained exclusively through the Website Contract and not through any other contract or procurement method. Local Government agrees that no other website is County's designated publicly accessible website, and Local Government agrees it may not take any action to challenge or otherwise attempt to disqualify the designation of Website (or any substitute website pursuant to Section 2 above) as the properly designated website of County pursuant to Section 50.0311, Florida Statutes.

4. Term. The term of this Participation Agreement shall commence upon the date it is fully executed by the Parties ("Effective Date") and shall continue until terminated by either Party as otherwise provided herein.

5. Compliance with Notice Requirements. For the duration of this Participation Agreement, Local Government shall comply with all applicable requirements, obligations, duties, and procedures set forth in Chapter 50, Florida Statutes ("Notice Requirements"), as may be amended from time to time, relating to any Publications published on the Website. County shall have no responsibility for ensuring that Local Government, the Website, or the Publications comply with the Notice Requirements or any other applicable law, rule, or regulation.

6. County Actions are Ministerial. Local Government acknowledges that any and all Publications of Local Government are prepared by Local Government and not by County. Local Government shall construe any and all actions of County in conjunction with, or

relating to, the designation of the Website for use by Local Government as, purely ministerial acts.

7. Costs and Payment. Local Government shall be solely responsible for the timely payment of all fees and costs associated with its Publications and use of the Website. Local Government shall utilize the Website Contract to obtain from Website any applicable services Local Government requires relating to Publications and shall pay Website directly for all such services provided in connection with Publications. Additionally, Local Government shall be solely responsible for payment of any and all mailing costs or other costs associated with the Publications or otherwise incurred relating to the Publications pursuant to Chapter 50, Florida Statutes, including without limitation Section 50.0311(6), Florida Statutes. County shall not be responsible for any fees or costs associated with: (a) use of the Website by Local Government; (b) any Publication; or (c) compliance with Chapter 50, Florida Statutes. Local Government recognizes and agrees that if Local Government fails to timely pay Website, then Website may terminate Local Government's access to the Website, and County shall have no liability to Local Government for such termination or lack of access, or any subsequent costs which Local Government might incur due to such termination or lack of access. Likewise, Local Government acknowledges that County has no control over payment processing services.

8. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Participation Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this Participation Agreement.

9. Indemnification. Local Government shall indemnify and hold harmless County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Participation Agreement, and caused

or alleged to be caused, in whole or in part, by any breach of this Participation Agreement by Local Government, or any intentional, reckless, or negligent act or omission of Local Government, its officers, employees, or agents, arising from, relating to, or in connection with this Participation Agreement or any Publication. The obligations of this section shall survive the expiration or earlier termination of this Participation Agreement.

10. Termination.

10.1. Termination without cause. Either Party may terminate this Participation Agreement without cause upon at least ninety (90) days' prior written notice to the other Party.

10.2. Termination with cause. If the Party in breach has not corrected the breach within thirty (30) days after receipt of written notice from the aggrieved Party identifying the breach, then the aggrieved Party may terminate this Participation Agreement for cause.

10.3. Automatic Termination. If the publication of electronic notices is determined to be illegal by a court of competent jurisdiction, or if the Florida Legislature modifies Florida law to prohibit utilization of County's designated publicly accessible website for Publications, then this Participation Agreement will be deemed automatically terminated upon such finding becoming final or such law becoming effective, as applicable.

11. Notices. In order for a notice to a Party to be effective under this Participation Agreement, notice must be sent via U.S. first-class mail, with a contemporaneous copy sent via e-mail, to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

County Manager

Polk County Board of County Commissioners

P.O. Box 9005

Bartow, Florida 33830

With a copy to:

County Attorney

Polk County Board of County Commissioners

P.O. Box 9005, Drawer AT01 Bartow,

Florida 33830

FOR LOCAL GOVERNMENT:

Email address: _____

12. Prior Agreements. Parties shall consider this Participation Agreement as representing the final and complete understanding of the subject matter of this Participation Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Participation Agreement are contained herein.

13. Assignment. Neither this Participation Agreement nor any term or provision hereof or right hereunder may be assignable by either Party without the prior written consent of the other Party. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective.

14. Interpretation. The headings contained in this Participation Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Participation Agreement. All personal pronouns used in this Participation Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Participation Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Participation Agreement, such reference is to the section or article as a whole, including all of

the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.

15. Third-Party Beneficiaries. Neither Local Government nor County intends to directly or substantially benefit a third party by this Participation Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Participation Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Participation Agreement.

16. Law. Jurisdiction. Venue. Waiver of Jury Trial. This Participation Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Participation Agreement shall be in the state courts of the Tenth Judicial Circuit in and for Polk County, Florida. If any claim arising from, related to, or in connection with this Participation Agreement must be litigated in federal court, then the exclusive venue for any such lawsuit shall be in the United States District Court, or the United States Bankruptcy Court, for the Middle District of Florida. EACH PARTY EXPRESSLY, VOLUNTARILY, INTENTIONALLY, IRREVOCABLY, AND KNOWINGLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS PARTICIPATION AGREEMENT.

17. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Participation Agreement and executed on behalf of County and Local Government, respectively, by persons authorized to execute same on their behalf.

18. Representation of Authority. Each individual executing this Participation Agreement on behalf of a Party represents and warrants that they are, on the date they sign this Participation Agreement, duly authorized by all necessary and appropriate action to execute this Participation Agreement on behalf of such Party and that they do so with full legal authority.

19. Counterparts and Multiple Originals. This Participation Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed

physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Participation Agreement.

20. Materiality and Waiver or Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Participation Agreement, and each is, therefore, a material term. Any Party's failure to enforce any provision of this Participation Agreement shall not be deemed a waiver of such provision or modification of this Participation Agreement. A waiver of any breach of a provision of this Participation Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Participation Agreement. For a waiver to be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

21. Compliance with Laws. Each Party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Participation Agreement.

(Remainder of this page intentionally left blank.)

IN WITNESS WHEREOF, the Parties have signed this Agreement and through their duly authorized signatories on the dates noted below their names.

ATTEST:

Stacy M. Butterfield
Clerk to the Board

POLK COUNTY

a political subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
County Manager

Date:
.....

ATTEST:

Local Government.

Signature

Signature

Print Name

Print Name

Title

Title

SECTION VI



Governmental
Management Services - CF

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

| | |
|--|--|
| Bill To/District Wind Meadows South CDD | Prepared By: Governmental Management Services- CF, LLC 219 E. Livingston Street Orlando, FL 32801 |
| Parking Signs | |
| Place up parking policy signage in accordance with the attached map. | |

| Qty | Description | Unit Price | Line Total |
|------------|--------------|------------|------------|
| 60 | Labor | \$50.00 | \$3,000.00 |
| 4 | Mobilization | \$65.00 | \$260.00 |
| | Equipment | | \$75.00 |
| | Materials | | \$3,530.43 |
| | | | |
| | | | |
| | | | |
| | | | |
| Total Due: | | | \$6,865.43 |

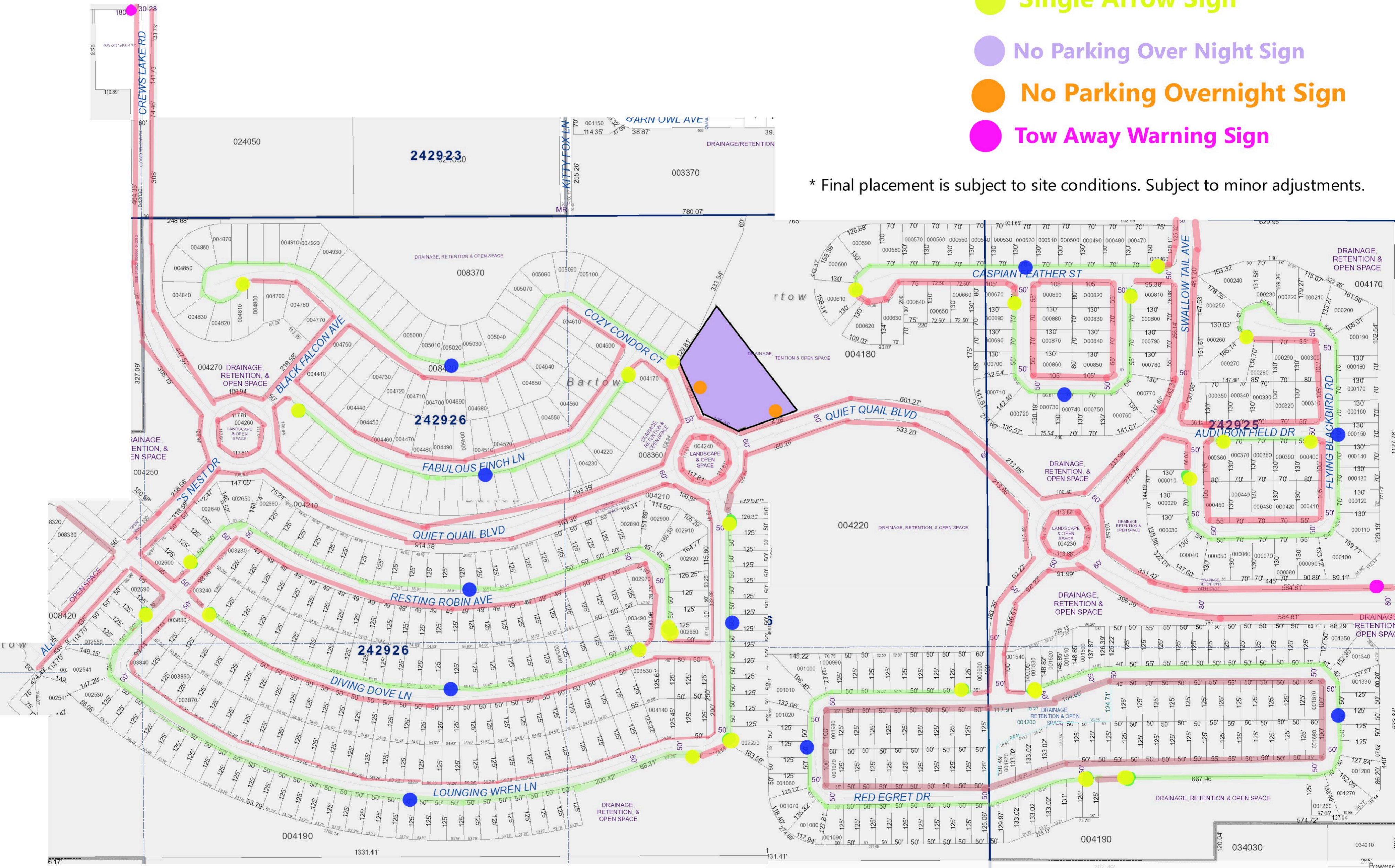
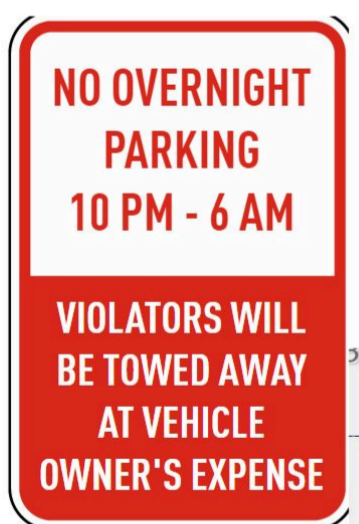
This Proposal is Valid for 30 days.

Client Signature: _____

Key:

- Double Arrow Sign
- Single Arrow Sign
- No Parking Over Night Sign
- No Parking Overnight Sign
- Tow Away Warning Sign

* Final placement is subject to site conditions. Subject to minor adjustments.



SECTION VII

**AGREEMENT BETWEEN THE WIND MEADOWS SOUTH COMMUNITY
DEVELOPMENT DISTRICT AND BOLTON’S TOWING SERVICE, INC
FOR TOWING SERVICES**

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

WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, with a mailing address of c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (“**District**”); and

BOLTON’S TOWING SERVICES, INC., a Florida corporation with a principal address of 2690 Ave. E. SW, Winter Haven, FL 33880 (“**Contractor**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established for the purpose of financing, acquiring, constructing, operating and/or maintaining public infrastructure improvements; and

WHEREAS, the District has adopted *Rules Relating to Overnight Parking and Parking Enforcement*, a copy of which is attached hereto as **Composite Exhibit A**, and as may be amended from time to time by the Board of Supervisors (“**Board**”) of the District (“**Parking Rules**”); and

WHEREAS, in accordance with Section 715.07, *Florida Statutes*, the District desires to engage an independent contractor to provide vehicle towing/removal services within the District in accordance with the Parking Rules (“**Services**”);

WHEREAS, Contractor desires to provide such Services for the District in accordance with Section 715.07, *Florida Statutes*, and other Florida law; and

WHEREAS, Contractor and the District accordingly desire to enter into this Agreement to provide for the rights, duties and obligations of the parties relative to same.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES. The District hereby authorizes Contractor, and its employees and agents, to perform drive-by inspections and vehicle-towing/removal Services from the District property identified in **Composite Exhibit A**. Contractor is also authorized to perform such Services when requested to do so by the District’s designated

representatives, who shall be the District Manager (currently Jillian Burns), or her designee (“**District Representatives**”). All such Services shall be performed only at the times specified in the Parking Rules. Contractor shall also provide vehicle storage relative to any such vehicles towed from District property, all in accordance with the Parking Rules, Section 715.07, *Florida Statutes*, and any other applicable Florida law.

- A. Upon execution of this Agreement, Contractor shall, at its own cost and expense, procure and install the necessary signage as required by Section 715.07, *Florida Statutes*, which signage shall be installed a minimum of twenty-four (24) hours prior to commencement of any towing/removal services by Contractor.
- B. Upon towing/removal of a vehicle, such vehicle shall be stored by Contractor within a ten (10)-mile radius of the point of the removal and shall provide for public access to such storage facility as set forth in Section 715.07, *Florida Statutes*.
- C. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services. Any damage caused by Contractor shall diligently be repaired and shall be at Contractor’s sole cost and expense.
- D. The District shall provide the information requested in the Towing Authorization attached hereto as **Exhibit B**. Contractor shall perform the Services in accordance with such Towing Authorization.

SECTION 3. COMPENSATION. Contractor acknowledges and agrees that it is not receiving compensation from the District for the provision of the Services. Any compensation due and owing to Contractor relative to this Agreement shall be remitted by the owner(s) of the towed/removed vehicles.

SECTION 4. EFFECTIVE DATE; TERM. This Agreement shall become effective on the date first written above and shall remain in effect unless terminated with written notice to the other party.

SECTION 5. INSURANCE.

- A. Contractor shall, at its own expense, maintain insurance during the performance of the Services under this Agreement, with limits of liability not less than the following:

| | |
|--|-------------|
| Workers Compensation | statutory |
| General Liability | |
| <i>Bodily Injury (including contractual)</i> | \$1,000,000 |
| <i>Property Damage (including contractual)</i> | \$1,000,000 |
| Automobile Liability (if applicable) | |

Bodily Injury and Property Damage

\$1,000,000

- B.** The District, its staff, employees, consultants, officers and supervisors shall be named as an additional insured. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement prior to commencement of the Services.

SECTION 6. CARE OF PROPERTY; SOVEREIGN IMMUNITY.

- A.** Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor shall be solely responsible for any damage to property, including vehicles, caused by the towing/removal and/or storage activities contemplated herein. Accordingly, Contractor, its employees, agents and subcontractors shall defend, hold harmless and indemnify the District and its supervisors, employees, officers, staff, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the Services performed hereunder.
- B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, paralegal fees and expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- C.** Nothing in this Agreement 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 law, and nothing in this Agreement 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.

SECTION 7. RECOVERY OF COSTS AND FEES. In the event the District is required to enforce this Agreement by court proceedings or otherwise, the District shall be entitled to recover from Contractor all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, expert witness fees and costs.

SECTION 8. DEFAULT. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which includes, but is not limited to, the rights of damages, injunctive relief, and specific performance.

SECTION 9. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

SECTION 10. ASSIGNMENT. Neither the District nor Contractor may assign their rights, duties or obligations under this Agreement without the prior written approval of the other. Any purported assignment without said written authorization shall be void.

SECTION 11. NOTICES. All notices, requests, consents, and other communications hereunder (“Notices”) shall be in writing and shall be delivered, mailed by overnight courier or First Class Mail, postage prepaid, to the parties as follows:

A. If to the District: **Wind Meadows South CDD**
c/o Governmental Management Services – Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to: **Kilinski | Van Wyk PLLC**
517 E. College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Contractor: **Bolton’s Towing Services, Inc.**
2690 Ave. E. SS,
Winter Haven, FL 33880
Attn: _____

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

SECTION 12. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Jill Burns (“Public Records Custodian”)**. Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for

retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

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

SECTION 13. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in Polk County, Florida.

SECTION 14. E-VERIFY. Contractor shall comply with and perform all provisions of Section 448.095, *Florida Statutes*. Accordingly, as a condition precedent to entering into this Agreement, 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. If Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor has registered with and uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. Any party may terminate this Agreement or any subcontract hereunder if there is a good faith belief on the part of the terminating party that a contracting party has knowingly violated Section 448.09(1), *Florida Statutes*. Upon such termination, Contractor shall be liable for any additional costs incurred by the District as a result of the termination. In the event that the District has a good faith belief that a subcontractor has violated Section 448.095, *Florida Statutes*, but Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify Contractor. Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District.

SECTION 15. FOREIGN INFLUENCE. Contractor understands that under Section 286.101, *Florida Statutes*, that Contractor must disclose any current or prior interest, any contract with, or any grant or gift from a foreign country of concern as that term is defined within the above referenced statute.

SECTION 16. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 17. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 18. NO THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all 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 19. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 20. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

SECTION 21. ANTI-HUMAN TRAFFICKING AFFIDAVIT. Contractor certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Contractor agrees to execute an affidavit in compliance with Section 787.06(13), *Florida Statutes*, and acknowledges that if Contractor refuses to sign said affidavit, the District may terminate this Agreement immediately.

SECTION 22. SCRUTINIZED COMPANIES. In accordance with Section 287.135, *Florida Statutes*, Contractor represents that in entering into this Contract, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.4725 and 215.473, *Florida Statutes*, and in the event such status changes, Contractor shall immediately notify Owner. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the Owner may immediately terminate this Agreement.

SECTION 23. PUBLIC ENTITY CRIMES. Contractor represents that in entering into this Agreement, Contractor has not been placed on the convicted vendor list as described in Section 287.133(3)(a), *Florida Statutes*, within the last thirty-six (36) months and, if Contractor is placed on the convicted vendor list, Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

SECTION 24. FOREIGN INFLUENCE. Contractor understands that under Section 286.101, *Florida Statutes*, that Contractor must disclose any current or prior interest, any contract with, or any grant or gift from a foreign country of concern as that term is defined within the above referenced statute.

IN WITNESS WHEREOF, the Parties execute this Agreement effective as of the day and year first written above.

**WIND MEADOWS SOUTH COMMUNITY
DEVELOPMENT DISTRICT**

Chairperson, Board of Supervisors

BOLTON'S TOWING SERVICES, INC.

By: _____
Its: _____

Composite Exhibit A: Parking Rules
Exhibit B: Towing Authorization

COMPOSITE EXHIBIT A
Parking Rules

WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT
RULES RELATING TO OVERNIGHT PARKING AND PARKING ENFORCEMENT

In accordance with Chapter 190, *Florida Statutes*, and on September 11, 2024, at a duly noticed public meeting, the Board of Supervisors of the Wind Meadows South Community Development District (“District”) adopted the following policy to govern overnight parking and parking enforcement on certain District property (the “Policy”). This Policy repeals and supersedes all prior rules and/or policies governing the same subject matter.

SECTION 1. INTRODUCTION. The District finds that parked Commercial Vehicles, Vehicles, Vessels and Recreational Vehicles (hereinafter defined) on certain of its property (hereinafter defined) cause hazards and danger to the health, safety and welfare of District residents, paid users and the public. This Policy is intended to provide the District’s residents and paid users with a means to remove such Commercial Vehicles, Vehicles, Vessels and Recreational Vehicles from areas that are not designated for parking.

SECTION 2. DEFINITIONS.

- A. *Commercial Vehicle.* Any mobile item which normally uses wheels, whether motorized or not, that (i) is titled, registered or leased to a company and not an individual person, or (ii) is used for business purposes even if titled, registered or leased to an individual person.
- B. *Designated Parking Areas.* Areas which have been explicitly approved for parking by the District, including areas indicated by asphalt markings and areas designated on the map attached hereto as **Exhibit A** and indicated by signage.
- C. *Vehicle.* Any mobile item which normally uses wheels, whether motorized or not.
- D. *Vessel.* Every description of watercraft, barge, or airboat used or capable of being used as a means of transportation on water.
- E. *Recreational Vehicle.* A vehicle designed for recreational use, which includes motor homes, campers and trailers relative to same.
- F. *Parked.* A Vehicle, Vessel or Recreational Vehicle left unattended by its owner or user.
- G. *Tow-Away Zone.* District property in which parking is prohibited and in which the District is authorized to initiate a towing and/or removal action. **Any District Property not designated as a Designated Parking Area is a Tow-Away Zone.**
- H. *Overnight.* Between the hours of 10:00 p.m. and 6:00 a.m. daily.

SECTION 3. DESIGNATED PARKING AREAS. Parking is permitted only in Designated Parking Areas, as indicated by signage throughout the community and as indicated on the map attached hereto as **Exhibit A** for certain on-street parking areas. On-street parking is expressly prohibited on District roadways except where indicated. **Any Vehicle parked on District Property, including District roads, if any, must do so in compliance with all laws, ordinances, and codes, and shall not block access to driveways and property entrances.**

SECTION 4. ESTABLISHMENT OF TOW-AWAY ZONES. All District Property which is not explicitly designated for parking shall hereby be established as “Tow-Away Zones” for all Vehicles, including Commercial Vehicles, Vessels, Recreational Vehicles as set forth in Section 5 herein (“**Tow-Away Zone**”).

SECTION 5. EXCEPTIONS.

- A. ON-STREET PARKING EXCEPTIONS.** Commercial Vehicles, Recreational Vehicles, and Vessels are not permitted to be parked on-street Overnight and shall be subject to towing at Owner’s expense.
- B. ABANDONED/BROKEN-DOWN VEHICLES.** Abandoned and/or broken-down Vehicles are not permitted to be parked on District Property at any time and are subject to towing at the Owner’s expense.
- C. PARKING DURING AMENITY HOURS.** Vehicles may park in the designated parking areas of amenity facilities depicted in **Exhibit A** during the open hours of operations of such amenity facilities, including any District-authorized special events occurring outside of regular hours of operation. Otherwise, no Overnight parking is permitted at the amenity facilities.
- D. VENDORS/CONTRACTORS.** The District Manager or his/her designee may authorize vendors/consultants in writing to park company vehicles in order to facilitate District business. All vehicles so authorized must be identified by a Parking Pass issued by the District.
- E. DELIVERY VEHICLES AND GOVERNMENTAL VEHICLES.** Delivery vehicles, including but not limited to, U.S.P.S., U.P.S., Fed Ex, moving company vehicles, and lawn maintenance vendors may park on District property while actively engaged in the operation of such businesses. Vehicles owned and operated by any governmental unit may also park on District Property while carrying out official duties.

SECTION 6. TOWING/REMOVAL PROCEDURES.

- A. SIGNAGE AND LANGUAGE REQUIREMENTS.** Notice of the Tow-Away Zones shall be approved by the District’s Board of Supervisors and shall be posted on District property in the manner set forth in Section 715.07, *Florida Statutes*. Such signage is to be placed in conspicuous locations, in accordance with Section 715.07, *Florida Statutes*.
- B. TOWING/REMOVAL AUTHORITY.** To effect towing/removal of a Commercial Vehicle, Vehicle, Vessel or Recreational Vehicle, the District Manager or his/her designee must verify that the subject Commercial Vehicle, Vehicle, Vessel or Recreational Vehicle

was not authorized to park under this rule in the Overnight Parking Areas and then must contact a firm authorized by Florida law to tow/remove Commercial Vehicle, Vehicles, Vessels and Recreational Vehicles for the removal of such unauthorized vehicle at the owner's expense. The Commercial Vehicle, Vehicle, Vessel or Recreational Vehicle shall be towed/removed by the firm in accordance with Florida law, specifically the provisions set forth in Section 715.07, *Florida Statutes*. Notwithstanding the foregoing, a towing service retained by the District may tow/remove any vehicle parked in a Tow-Away Zone.

- C. **AGREEMENT WITH AUTHORIZED TOWING SERVICE.** The District's Board of Supervisors is hereby authorized to enter into and maintain an agreement with a firm authorized by Florida law to tow/remove unauthorized vehicles and in accordance with Florida law and with the policies set forth herein.

SECTION 7. PARKING AT YOUR OWN RISK. Vehicles, Vessels or Recreational Vehicles may be parked on District property pursuant to this rule, provided however that the District assumes no liability for any theft, vandalism and/ or damage that might occur to personal property and/or to such vehicles.

SECTION 8. AMENDMENTS; DESIGNATION OF ADDITIONAL TOW-AWAY ZONES OR DESIGNATED PARKING AREAS. The Board in its sole discretion may amend these Rules Related to Parking and Parking Enforcement from time to time to designate new Tow-Away Zones or Designated Parking Areas as the District acquires additional common areas. Such designations of new Tow-Away Zones and Designated Parking Areas are subject to proper signage and notice prior to enforcement of these rules in such areas.

EXHIBIT A – *Designated Parking Areas (highlighted areas)*

Effective date: **September 11, 2024**

Exhibit A Designated Parking Areas

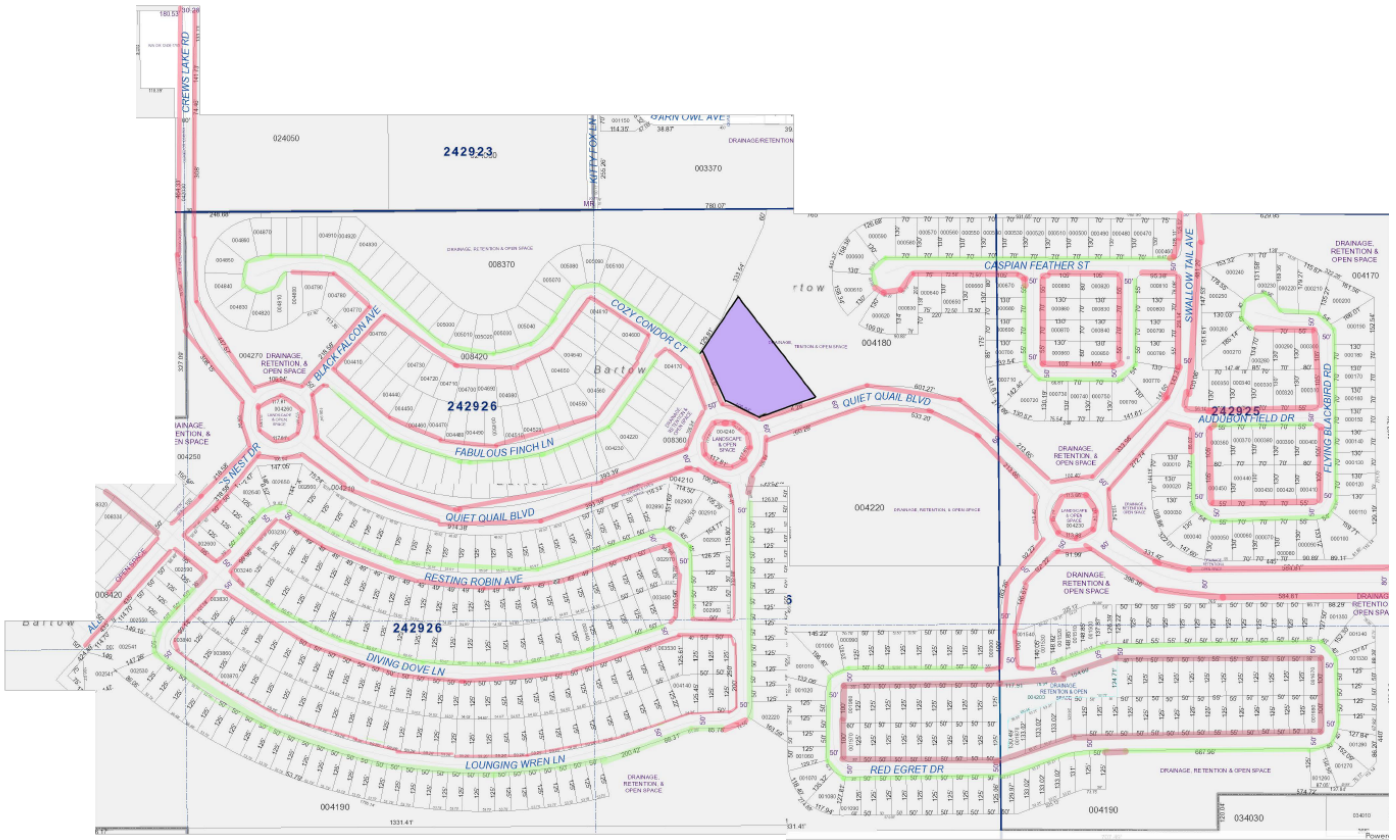


Exhibit B

BTS

Bolton's Towing Service, Inc.

Mailing Address:

2690 Ave. E SW – Winter Haven, FL 33880

Tel. 863.299.9966 – Fax. 863.293.8112

Private Property Towing Authorization

Date: 10/1/2024

Property Name: Wind Meadows South Community Development District

Property Address: 1875 Quiet Quail Blvd.

All Authorized persons (including property owner and/or manager) must print below to have vehicles removed from the property.

Print Names

The above named Company or Private Property Owner hereby enters into an agreement with Bolton's Towing Service Inc. for the sole purpose of the authorized removal of Prohibited Parked or Abandoned vehicles from the above mentioned property in accordance with Florida State Statute #715.07. The only persons authorized to have vehicles removed from this property are the persons whose names appear on this contract. Bolton's Towing Service Inc. hereby declares that all towing done from any site authorized by this contract will be charged to the registered owner of said vehicle or vessel as determined by the Department of Motor Vehicles. This authorization is to not expire and remain in place from the above date, unless there are changes to the property and/or above authorized persons to which a new authorization needs to be completed with updated information.

Property Owner or Manager (Print)

No. of Signs

Telephone Number

Amount

Bolton's Towing Service Inc. will notify local Police Agencies of Vehicles removed from the above posted property.

x _____
Property Owner or Manager (Sign)

x _____
Bolton's Towing Service Inc. Representative

Property Questionnaire:

- 1. Does this property have certain hours for parking restrictions?
If so, what are the hours?**

- 2. Would you like the property patrolled?
If so, what are the peak hours for patrol?**

- 3. Is authorization necessary for each vehicle before being impounded?**

- 4. Does the property have a gate to which we will need a code for?
If so, what would our code be?**

- 5. What is a contact number to give residents with questions regarding HOA rules and parking restrictions?**

Please use this area to briefly describe the concerns you have regarding your property and the goals you wish to achieve with contracting our services:

SECTION VIII

SECTION C

Wind Meadows South CDD

Field Management Report



November 13th, 2024

Allen Bailey – Field Manager

GMS

Completed

Entrance landscape



✚ The entrance landscape fair overall well from the storm.

Ponds



✚ The stormwater ponds managed the stormwater from Milton and are in good condition.

Completed

Grass Area On Audubon



✚ The area on Audubon we have been watching has filled out and is looking better from the rain.

Hurricane Damage

Solar Panels



- ✚ A few Solar panels we damaged from the storm
- ✚ We are working to get new ones placed up.

Soffit



- ✚ Some minor soffit damage happen from the storm.
- ✚ We are working to get these repaired.

Hurricane Damage

Signs



A few signs were affected by the storm. We have fixed any that would affect the flow of traffic such as stop signs.

Open Tree Area



The area across from the amenity center has seen multiple trees knocked down.

Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-460-4424, or by email at abailey@gmscfl.com. Thank you.

Respectfully,
Allen Bailey

SECTION 1



200 S. F. Street
Haines City, Florida 33844

Phone 863-422-5207 | Fax 863-422-1816

Polk County License # 214815

Date: November 5, 2024

SUBMITTED TO:

Allen Baily
6200 lee Vistga Blvd
Suit 300
Orlando fl. 332822
Phone: ! 1-407-560-4424
Email: abailey@gmscf.com

Job Name / Location:

Wind Meadows

Tree Work From Hurricane Milton

| | Qty | Unit | Unit Cost | TOTAL |
|--------------------------------|-----|------|------------|------------|
| Broken/dead tree limb removal | 9 | Each | \$125.00 | \$1,125.00 |
| Tree removal due to damage | 7 | Each | \$900.00 | \$6,300.00 |
| Dead tree removal | 7 | Each | \$1,200.00 | \$8,400.00 |
| Clean up tree debis on ground | 3 | Hrs | \$350.00 | \$1,050.00 |
| Haul and dispose of all debris | 4 | Each | \$900.00 | \$3,600.00 |

Total: \$20,475.00

Prince & Sons is Not responsible for any damage to sod, sidewalks, or underground utilities.

The customer agrees, that by signing this proposal, it shall become a legal and binding contract and shall supersede any previous agreements, discussed or implied. The customer further agrees to all terms and conditions set forth within and shall be responsible for any/all court and/or attorney fees incurred by Prince and Sons, Inc. required to obtain collection for any portion of money owed for material and/or work performed by Prince and Sons Inc.

Submitted by: Cory Courchesne

Date: Nov 5, 2024

Accepted by: _____

Date Accepted: _____

SECTION D

SECTION 1

Wind Meadows South Community Development District

Summary of Invoices

August 27,2024 to October 25,2024

| Fund | Date | Check No.'s | Amount |
|--------------|-------------|--------------------|---------------------|
| General Fund | | | |
| | 9/5/24 | 301-303 | \$ 28,678.49 |
| | 9/9/24 | 304 | \$ 989.22 |
| | 9/16/24 | 305-308 | \$ 10,049.32 |
| | 9/23/24 | 309-312 | \$ 17,898.82 |
| | 9/30/24 | 313-315 | \$ 14,071.99 |
| | 10/14/24 | 316-323 | \$ 8,581.57 |
| | 10/18/24 | 324-327 | \$ 17,067.00 |
| | 10/25/24 | 328-329 | \$ 2,144.13 |
| Total | | | \$ 99,480.54 |

| CHECK DATE | VEND# | INVOICE DATE | INVOICE | EXPENSED TO YRMO | DPT ACCT# | SUB | SUBCLASS | VENDOR NAME | STATUS | AMOUNT | CHECK AMOUNT | CHECK # |
|------------|-------|--------------|----------|------------------|-----------|--------|----------|--------------------------------------|--------|-----------|--------------|---------|
| 9/05/24 | 00016 | 8/28/24 | 18221 | 202408 | 320-53800 | -47000 | | LAKE MAINTENANCE - AUG24 | * | 225.00 | | |
| | | | | | | | | AQUATIC WEED MANAGEMENT, INC. | | | 225.00 | 000301 |
| 9/05/24 | 00006 | 8/29/24 | 24949 | 202409 | 300-15500 | -10000 | | FY25 INSURANCE | * | 25,374.00 | | |
| | | | | | | | | EGIS INSURANCE & RISK ADVISORS | | | 25,374.00 | 000302 |
| 9/05/24 | 00035 | 7/31/24 | 11826582 | 202407 | 330-57200 | -34500 | | SECURITY SVCS - JUL2024 | * | 3,079.49 | | |
| | | | | | | | | SECURITAS SECURITY SERVICES USA, INC | | | 3,079.49 | 000303 |
| 9/09/24 | 00023 | 9/06/24 | 3645318- | 202409 | 330-57200 | -43000 | | 1600 QUIET QUAL - AUG24 | * | 45.91 | | |
| | | 9/06/24 | 3654807- | 202409 | 330-57200 | -43000 | | 1785 QUIET QUAL - AUG24 | * | 943.31 | | |
| | | | | | | | | LAKELAND ELECTRIC | | | 989.22 | 000304 |
| 9/16/24 | 00027 | 8/28/24 | 13067 | 202408 | 330-57200 | -48200 | | CLEANING SRVC - AUG2024 | * | 1,040.00 | | |
| | | | | | | | | CSS CLEAN STAR SERVICES OF CFL | | | 1,040.00 | 000305 |
| 9/16/24 | 00028 | 8/14/24 | 14031 | 202408 | 320-53800 | -47300 | | REPAIRED LATERAL BREAK | * | 445.57 | | |
| | | | | | | | | PRINCE & SONS, INC. | | | 445.57 | 000306 |
| 9/16/24 | 00021 | 9/01/24 | 24186 | 202409 | 330-57200 | -48500 | | POOL SERVICE - SEP2024 | * | 2,500.00 | | |
| | | 9/01/24 | 24277 | 202409 | 330-57200 | -48000 | | LIGHT FIXTURE REPAIR | * | 575.00 | | |
| | | | | | | | | RESORT POOL SERVICES | | | 3,075.00 | 000307 |
| 9/16/24 | 00019 | 9/16/24 | 09162024 | 202409 | 300-20700 | -10200 | | TRANSFER TAX RECEIPT-S21 | * | 5,488.75 | | |
| | | | | | | | | WIND MEADOWS SOUTH CDD/US BANK | | | 5,488.75 | 000308 |
| 9/23/24 | 00032 | 9/06/24 | 36641 | 202409 | 330-57200 | -48100 | | PEST SERVICE - SEPT2024 | * | 120.00 | | |
| | | | | | | | | ALL AMERICAN LAWN & TREE SPECIALIST | | | 120.00 | 000309 |
| 9/23/24 | 99999 | 9/23/24 | VOID | 202409 | 000-00000 | -00000 | | VOID CHECK | C | .00 | | |
| | | | | | | | | *****INVALID VENDOR NUMBER***** | | | .00 | 000310 |
| 9/23/24 | 00001 | 8/01/24 | 83 | 202408 | 310-51300 | -34000 | | MANAGEMENT FEE - AUG2024 | * | 3,215.67 | | |

| CHECK DATE | VEND# | INVOICE DATE | INVOICE | EXPENSED TO YRMO | DPT | ACCT# | SUB | SUBCLASS | VENDOR NAME | STATUS | AMOUNT | CHECK AMOUNT | CHECK # |
|-------------------------------------|-------|--------------|---------------------------------|------------------|-----|-------|-------|----------|-------------|--------|-----------|--------------|---------|
| 8/01/24 | 83 | 83 | WEBSITE ADMIN - AUG2024 | 202408 | 310 | 51300 | 35200 | | | * | 100.00 | | |
| 8/01/24 | 83 | 83 | INFORMATION TECH - AUG24 | 202408 | 310 | 51300 | 35100 | | | * | 150.00 | | |
| 8/01/24 | 83 | 83 | DISSEMINATION SRV - AUG24 | 202408 | 310 | 51300 | 31300 | | | * | 500.00 | | |
| 8/01/24 | 83 | 83 | AMENITY ACCESS - AUG2024 | 202408 | 330 | 57200 | 48300 | | | * | 437.50 | | |
| 8/01/24 | 83 | 83 | OFFICE SUPPLIES | 202408 | 310 | 51300 | 51000 | | | * | 3.64 | | |
| 8/01/24 | 83 | 83 | POSTAGE | 202408 | 310 | 51300 | 42000 | | | * | 69.61 | | |
| 8/01/24 | 84 | 84 | FIELD MANAGEMENT - AUG24 | 202408 | 320 | 53800 | 34000 | | | * | 1,312.50 | | |
| 9/01/24 | 87 | 87 | MANAGEMENT FEE - SEPT2024 | 202409 | 310 | 51300 | 34000 | | | * | 3,215.67 | | |
| 9/01/24 | 87 | 87 | WEBSITE ADMIN - SEPT2024 | 202409 | 310 | 51300 | 35200 | | | * | 100.00 | | |
| 9/01/24 | 87 | 87 | INFORMATION TECH - SEPT24 | 202409 | 310 | 51300 | 35100 | | | * | 150.00 | | |
| 9/01/24 | 87 | 87 | DISSEMINATION SRVC - SEP24 | 202409 | 310 | 51300 | 31300 | | | * | 500.00 | | |
| 9/01/24 | 87 | 87 | AMENITY ACCESS - SEPT2024 | 202409 | 330 | 57200 | 48300 | | | * | 437.50 | | |
| 9/01/24 | 87 | 87 | OFFICE SUPPLIES | 202409 | 310 | 51300 | 51000 | | | * | .78 | | |
| 9/01/24 | 87 | 87 | POSTAGE | 202409 | 310 | 51300 | 42000 | | | * | 124.45 | | |
| 9/01/24 | 88 | 88 | FIELD MANAGEMENT - SEPT24 | 202409 | 320 | 53800 | 34000 | | | * | 1,312.50 | | |
| 9/15/24 | 89 | 89 | ASSESSMENT ROLL - FY2025 | 202409 | 300 | 15500 | 10000 | | | * | 6,000.00 | | |
| GOVERNMENTAL MANAGEMENT SERVICES | | | | | | | | | | | 17,629.82 | 000311 | |
| 9/23/24 | 00005 | 9/12/24 | 10407 DISTRICT COUNSEL - AUG24 | 202408 | 310 | 51300 | 31500 | | | * | 149.00 | | |
| KILINSKI VAN WYK, PLLC | | | | | | | | | | | 149.00 | 000312 | |
| 9/30/24 | 00032 | 8/14/24 | 36034 PEST CONTROL - AUG2024 | 202408 | 330 | 57200 | 48100 | | | * | 235.00 | | |
| ALL AMERICAN LAWN & TREE SPECIALIST | | | | | | | | | | | 235.00 | 000313 | |
| 9/30/24 | 00028 | 9/01/24 | 14187 LANDSCAPE MAINT - SEP2024 | 202409 | 320 | 53800 | 46200 | | | * | 11,119.75 | | |
| PRINCE & SONS, INC. | | | | | | | | | | | 11,119.75 | 000314 | |
| WINM WIND MEADOWS CWRIGHT | | | | | | | | | | | | | |

| CHECK DATE | VEND# | INVOICE DATE | INVOICE | EXPENSED TO YRMO | DPT | ACCT# | SUB | SUBCLASS | VENDOR NAME | STATUS | AMOUNT | CHECK AMOUNT | CHECK # |
|------------|-------|--------------|----------|------------------|-----|-------|-------|----------|--------------------------------------|--------|----------|--------------|---------|
| 9/30/24 | 00035 | 8/31/24 | 11862088 | 202408 | 330 | 57200 | 34500 | | SECURITY SERVICES - AUG24 | * | 2,717.24 | | |
| | | | | | | | | | SECURITAS SECURITY SERVICES USA, INC | | | 2,717.24 | 000315 |
| 10/14/24 | 00016 | 9/24/24 | 18365 | 202409 | 320 | 53800 | 47000 | | LAKE MAINT. - SEP2024 | * | 225.00 | | |
| | | | | | | | | | AQUATIC WEED MANAGEMENT, INC. | | | 225.00 | 000316 |
| 10/14/24 | 00027 | 9/26/24 | 13288 | 202409 | 330 | 57200 | 48200 | | CLEANING SERVICES-SEP2024 | * | 1,020.00 | | |
| | | | | | | | | | CSS CLEAN STAR SERVICES OF CFL | | | 1,020.00 | 000317 |
| 10/14/24 | 00022 | 10/02/24 | 20391 | 202408 | 330 | 57200 | 34500 | | SECURITY SVCS - AUG2024 | * | 357.00 | | |
| | | | | | | | | | CURRENT DEMANDS ELECTRICAL & | | | 357.00 | 000318 |
| 10/14/24 | 00006 | 6/27/24 | 23351 | 202406 | 310 | 51300 | 45000 | | ADDITIONAL GEN. LIAB | * | 1,226.00 | | |
| | | | | | | | | | EGIS INSURANCE & RISK ADVISORS | | | 1,226.00 | 000319 |
| 10/14/24 | 00038 | 6/19/24 | 00065227 | 202406 | 310 | 51300 | 48000 | | BOS MTG DATES - 06/19/24 | * | 3,221.12 | | |
| | | 8/13/24 | 00066408 | 202408 | 310 | 51300 | 48000 | | LKL THE LEDGER-NEWS CHIEF | * | 220.34 | | |
| | | 8/13/24 | 00066408 | 202408 | 310 | 51300 | 48000 | | LKL THE LEDGER-NEWS CHIEF | * | 440.68 | | |
| | | 9/25/24 | 00067001 | 202409 | 310 | 51300 | 48000 | | LSK THE LEDGER-NEWS CHIEF | * | 368.83 | | |
| | | | | | | | | | GANNETT MEDIA CORP | | | 4,250.97 | 000320 |
| 10/14/24 | 00001 | 8/31/24 | 90 | 202408 | 320 | 53800 | 48000 | | GENERAL MAINT - AUG2024 | * | 300.00 | | |
| | | | | | | | | | GOVERNMENTAL MANAGEMENT SERVICES | | | 300.00 | 000321 |
| 10/14/24 | 00010 | 9/30/24 | 22356 | 202409 | 310 | 51300 | 31100 | | REV. & APPROVE REQ. | * | 125.00 | | |
| | | | | | | | | | HUNTER ENGINEERING, INC. | | | 125.00 | 000322 |
| 10/14/24 | 00023 | 10/06/24 | 3645318 | 202409 | 320 | 53800 | 43000 | | 1600 QUIET QUAL - SEP2024 | * | 21.87 | | |
| | | 10/06/24 | 3654807 | 202409 | 320 | 53800 | 43000 | | 1785 QUIET QUAL - SEP2024 | * | 1,055.73 | | |
| | | | | | | | | | LAKELAND ELECTRIC | | | 1,077.60 | 000323 |
| 10/18/24 | 00008 | 10/01/24 | 91454 | 202410 | 310 | 51300 | 54000 | | SPECIAL DISTRICT FEE-FY25 | * | 175.00 | | |
| | | | | | | | | | FLORIDA DEPARTMENT OF ECONOMIC OPP | | | 175.00 | 000324 |

WINM WIND MEADOWS CWRIGHT

| CHECK DATE | VEND# | INVOICE DATE | INVOICE | EXPENSED TO YRMO | DPT | ACCT# | SUB | SUBCLASS | VENDOR NAME | STATUS | AMOUNT | CHECK AMOUNT | CHECK # |
|--------------------------------------|-------|--------------|----------|------------------|-----|-------|-------|----------|---------------------------|--------|-----------|--------------|---------|
| 10/18/24 | 00028 | 10/01/24 | 14711 | 202410 | 320 | 53800 | 46200 | | LANDSCAPE MAINT - OCT2024 | * | 11,119.75 | | |
| PRINCE & SONS, INC. | | | | | | | | | | | | 11,119.75 | 000325 |
| 10/18/24 | 00021 | 10/01/24 | 24545 | 202410 | 330 | 57200 | 48500 | | POOL SERVICE - OCT2024 | * | 2,500.00 | | |
| | | 10/03/24 | 24859 | 202410 | 330 | 57200 | 48500 | | HURRICANE HELENE CLEAN UP | * | 200.00 | | |
| RESORT POOL SERVICES | | | | | | | | | | | | 2,700.00 | 000326 |
| 10/18/24 | 00035 | 9/01/24 | 11894233 | 202409 | 330 | 57200 | 34500 | | SCURITY SRVC - SEP2024 | * | 3,072.25 | | |
| SECURITAS SECURITY SERVICES USA, INC | | | | | | | | | | | | 3,072.25 | 000327 |
| 10/25/24 | 00005 | 10/16/24 | 10595 | 202409 | 310 | 51300 | 31500 | | DISTRICT COUNSEL - SEP24 | * | 1,894.13 | | |
| KILINSKI VAN WYK, PLLC | | | | | | | | | | | | 1,894.13 | 000328 |
| 10/25/24 | 00021 | 10/18/24 | 25184 | 202410 | 330 | 57200 | 48500 | | HURRICANE CLEAN UP | * | 250.00 | | |
| RESORT POOL SERVICES | | | | | | | | | | | | 250.00 | 000329 |
| TOTAL FOR BANK A | | | | | | | | | | | 99,480.54 | | |
| TOTAL FOR REGISTER | | | | | | | | | | | 99,480.54 | | |

SECTION 2

Wind Meadows South
Community Development District

Unaudited Financial Reporting
September 30, 2024



Table of Contents

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Wind Meadows South

Community Development District

Combined Balance Sheet

September 30, 2024

| | General Fund | Debt Service Fund | Capital Projects Fund | Totals Governmental Funds |
|---|-------------------|----------------------|--------------------------|------------------------------|
| Assets: | | | | |
| Operating Account | \$ 153,597 | \$ - | \$ - | \$ 153,597 |
| Due From Developer | \$ - | \$ - | \$ 39,296 | \$ 39,296 |
| Prepaid Expenses | \$ 33,857 | \$ - | \$ - | \$ 33,857 |
| Investments: | | | | |
| <u>Series 2021</u> | | | | |
| Reserve | \$ - | \$ 260,000 | \$ - | \$ 260,000 |
| Revenue | \$ - | \$ 217,206 | \$ - | \$ 217,206 |
| <u>Series 2023</u> | | | | |
| Reserve | \$ - | \$ 523,525 | \$ - | \$ 523,525 |
| Revenue | \$ - | \$ 177,153 | \$ - | \$ 177,153 |
| Construction | \$ - | \$ - | \$ 4,297 | \$ 4,297 |
| Total Assets | \$ 187,454 | \$ 1,177,883 | \$ 43,593 | \$ 1,408,930 |
| Liabilities: | | | | |
| Accounts Payable | \$ 16,473 | \$ - | \$ - | \$ 16,473 |
| Contracts Payable | \$ - | \$ - | \$ 39,296 | \$ 39,296 |
| Retainage Payable | \$ - | \$ - | \$ 165,011 | \$ 165,011 |
| Total Liabilities | \$ 16,473 | \$ - | \$ 204,308 | \$ 220,780 |
| Fund Balances: | | | | |
| Nonspendable: | | | | |
| Prepaid Items | \$ 33,857 | \$ - | \$ - | \$ 33,857 |
| Restricted for: | | | | |
| Debt Service - Series 2021 | \$ - | \$ 477,206 | \$ - | \$ 477,206 |
| Debt Service - Series 2023 | \$ - | \$ 700,678 | \$ - | \$ 700,678 |
| Capital Projects - Series 2023 | \$ - | \$ - | \$ (160,715) | \$ (160,715) |
| Assigned for: | | | | |
| Unassigned | \$ 137,124 | \$ - | \$ - | \$ 137,124 |
| Total Fund Balances | \$ 170,981 | \$ 1,177,883 | \$ (160,715) | \$ 1,188,150 |
| Total Liabilities & Fund Balance | \$ 187,454 | \$ 1,177,883 | \$ 43,593 | \$ 1,408,930 |

Wind Meadows South

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2024

| | Adopted | Prorated Budget | Actual | |
|------------------------|-------------------|-------------------|-------------------|------------------|
| | Budget | Thru 09/30/24 | Thru 09/30/24 | Variance |
| Revenues | | | | |
| Assessments - Tax Roll | \$ 475,662 | \$ 475,662 | \$ 477,925 | \$ 2,263 |
| Assessments - Direct | \$ 97,192 | \$ 97,192 | \$ 97,191 | \$ (1) |
| Miscellaneous Income | \$ - | \$ - | \$ 9,149 | \$ 9,149 |
| Total Revenues | \$ 572,854 | \$ 572,854 | \$ 584,266 | \$ 11,412 |

Expenditures:

General & Administrative:

| | | | | |
|--|-------------------|-------------------|-------------------|------------------|
| Supervisor Fees | \$ 12,000 | \$ 12,000 | \$ - | \$ 12,000 |
| Engineering | \$ 15,000 | \$ 15,000 | \$ 7,125 | \$ 7,875 |
| Attorney | \$ 25,000 | \$ 25,000 | \$ 14,295 | \$ 10,705 |
| Annual Audit | \$ 5,000 | \$ 5,000 | \$ 4,100 | \$ 900 |
| Assessment Administration | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ - |
| Arbitrage | \$ 900 | \$ 900 | \$ 1,350 | \$ (450) |
| Dissemination | \$ 6,000 | \$ 6,000 | \$ 6,000 | \$ - |
| Trustee Fees | \$ 9,041 | \$ 9,041 | \$ 5,814 | \$ 3,227 |
| Management Fees | \$ 38,588 | \$ 38,588 | \$ 38,588 | \$ - |
| Information Technology | \$ 1,800 | \$ 1,800 | \$ 1,800 | \$ - |
| Website Maintenance | \$ 1,200 | \$ 1,200 | \$ 1,200 | \$ - |
| Postage & Delivery | \$ 1,000 | \$ 1,000 | \$ 1,062 | \$ (62) |
| Insurance | \$ 6,325 | \$ 6,325 | \$ 6,789 | \$ (464) |
| Printing & Binding | \$ 1,000 | \$ 1,000 | \$ 1 | \$ 999 |
| Legal Advertising | \$ 7,500 | \$ 7,500 | \$ 7,422 | \$ 78 |
| Contingency | \$ 1,000 | \$ 1,000 | \$ 1,981 | \$ (981) |
| Office Supplies | \$ 625 | \$ 625 | \$ 28 | \$ 597 |
| Dues, Licenses & Subscriptions | \$ 175 | \$ 175 | \$ 175 | \$ - |
| Total General & Administrative: | \$ 137,154 | \$ 137,154 | \$ 102,731 | \$ 34,423 |

Operations and Maintenance Expenditures

Field Operations

| | | | | |
|------------------------------------|-------------------|-------------------|-------------------|------------------|
| Property Insurance | \$ 7,500 | \$ 7,500 | \$ 13,937 | \$ (6,437) |
| Field Management | \$ 15,750 | \$ 15,750 | \$ 15,750 | \$ - |
| Landscape Maintenance | \$ 145,000 | \$ 145,000 | \$ 115,508 | \$ 29,492 |
| Landscape Replacement | \$ 20,000 | \$ 20,000 | \$ - | \$ 20,000 |
| Lake Maintenance | \$ 3,500 | \$ 3,500 | \$ 2,700 | \$ 800 |
| Streetlights | \$ 15,000 | \$ 15,000 | \$ - | \$ 15,000 |
| Electric - Field | \$ 5,500 | \$ 5,500 | \$ 2,110 | \$ 3,390 |
| Water & Sewer - Field | \$ 50,000 | \$ 50,000 | \$ 42,126 | \$ 7,874 |
| Sidewalk & Asphalt Maintenance | \$ 2,500 | \$ 2,500 | \$ - | \$ 2,500 |
| Irrigation Repairs | \$ 8,000 | \$ 8,000 | \$ 3,727 | \$ 4,274 |
| General Repairs & Maintenance | \$ 15,000 | \$ 15,000 | \$ 3,631 | \$ 11,369 |
| Field Contingency | \$ 7,500 | \$ 7,500 | \$ - | \$ 7,500 |
| Subtotal Field Expenditures | \$ 295,250 | \$ 295,250 | \$ 199,489 | \$ 95,761 |

Wind Meadows South

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2024

| | Adopted | Prorated Budget | Actual | |
|--|--------------------|--------------------|--------------------|-------------------|
| | Budget | Thru 09/30/24 | Thru 09/30/24 | Variance |
| Amenity Expenditures | | | | |
| Amenity - Electric | \$ 18,000 | \$ 18,000 | \$ 8,964 | \$ 9,036 |
| Amenity - Water | \$ 10,000 | \$ 10,000 | \$ 1,826 | \$ 8,174 |
| Internet | \$ 3,000 | \$ 3,000 | \$ 1,253 | \$ 1,747 |
| Pest Control | \$ 2,200 | \$ 2,200 | \$ 1,670 | \$ 530 |
| Janitorial Service | \$ 15,000 | \$ 15,000 | \$ 12,215 | \$ 2,785 |
| Security Services | \$ 27,500 | \$ 27,500 | \$ 22,666 | \$ 4,834 |
| Pool Maintenance | \$ 30,000 | \$ 30,000 | \$ 30,000 | \$ - |
| Pool Permit | \$ - | \$ - | \$ 280 | \$ (280) |
| Amenity Repairs & Maintenance | \$ 12,000 | \$ 12,000 | \$ 14,250 | \$ (2,250) |
| Amenity Access Management | \$ 5,250 | \$ 5,250 | \$ 7,433 | \$ (2,183) |
| Contingency | \$ 7,500 | \$ 7,500 | \$ - | \$ 7,500 |
| Subtotal Amenity Expenditures | \$ 130,450 | \$ 130,450 | \$ 100,557 | \$ 29,893 |
| Total Operations and Maintenance: | \$ 425,700 | \$ 425,700 | \$ 300,046 | \$ 125,654 |
| <i>Other Expenditures</i> | | | | |
| Capital Reserve - Transfer In (Out) | \$ (10,000) | \$ (10,000) | \$ 5,000 | \$ 15,000 |
| Total Other Expenditures | \$ (10,000) | \$ (10,000) | \$ 5,000 | \$ 15,000 |
| Total Expenditures | \$ 572,854 | \$ 572,854 | \$ 402,777 | \$ 160,077 |
| Excess Revenues (Expenditures) | \$ - | \$ - | \$ 186,489 | |
| Fund Balance - Beginning | \$ - | \$ - | \$ (15,508) | |
| Fund Balance - Ending | \$ - | \$ - | \$ 170,981 | |

Wind Meadows South

Community Development District

Debt Service Fund Series 2021

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2024

| | Adopted Budget | Prorated Budget Thru 09/30/24 | Actual Thru 09/30/24 | Variance |
|--|-------------------|----------------------------------|-------------------------|------------------|
| Revenues: | | | | |
| Assessments - Tax Roll | \$ 520,000 | \$ 520,000 | \$ 522,469 | \$ 2,469 |
| Interest | \$ - | \$ - | \$ 25,035 | \$ 25,035 |
| Total Revenues | \$ 520,000 | \$ 520,000 | \$ 547,504 | \$ 27,504 |
| Expenditures: | | | | |
| Interest - 11/1 | \$ 163,091 | \$ 163,091 | \$ 163,091 | \$ - |
| Principal - 5/1 | \$ 195,000 | \$ 195,000 | \$ 195,000 | \$ - |
| Interest - 5/1 | \$ 163,091 | \$ 163,091 | \$ 163,091 | \$ - |
| Total Expenditures | \$ 521,183 | \$ 521,183 | \$ 521,183 | \$ - |
| Excess (Deficiency) of Revenues over Expenditures | \$ (1,183) | \$ (1,183) | \$ 26,321 | \$ 27,504 |
| Fund Balance - Beginning | \$ 190,708 | | \$ 450,885 | |
| Fund Balance - Ending | \$ 189,525 | | \$ 477,206 | |

Wind Meadows South

Community Development District

Debt Service Fund Series 2023

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2024

| | Adopted | Prorated Budget | Actual | |
|--|-------------|-----------------|--------------------|---------------------|
| | Budget | Thru 09/30/24 | Thru 09/30/24 | Variance |
| Revenues: | | | | |
| Assessments - Direct Bill | \$ - | \$ - | \$ 55,616 | \$ 55,616 |
| Assessments - Lot Closings | \$ - | \$ - | \$ 396,809 | \$ 396,809 |
| Interest | \$ - | \$ - | \$ 30,558 | \$ 30,558 |
| Total Revenues | \$ - | \$ - | \$ 482,982 | \$ 482,982 |
| Expenditures: | | | | |
| Interest - 11/1 | \$ - | \$ - | \$ 201,092 | \$ (201,092) |
| Principal - 5/1 | \$ - | \$ - | \$ 110,000 | \$ (110,000) |
| Interest - 5/1 | \$ - | \$ - | \$ 201,092 | \$ (201,092) |
| Total Expenditures | \$ - | \$ - | \$ 512,184 | \$ (512,184) |
| Excess (Deficiency) of Revenues over Expenditures | \$ - | \$ - | \$ (29,202) | \$ 995,166 |
| Other Financing Sources/(Uses): | | | | |
| Transfer In/(Out) | \$ - | \$ - | \$ 363 | \$ 363 |
| Total Other Financing Sources/(Uses) | \$ - | \$ - | \$ 363 | \$ 363 |
| Net Change in Fund Balance | \$ - | \$ - | \$ (28,839) | |
| Fund Balance - Beginning | \$ - | | \$ 729,517 | |
| Fund Balance - Ending | \$ - | | \$ 700,678 | |

Wind Meadows South

Community Development District

Capital Projects Fund Series 2021

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2024

| | Adopted Budget | | Prorated Budget Thru 09/30/24 | | Actual Thru 09/30/24 | | Variance |
|--|-------------------|----------|----------------------------------|----------|-------------------------|---------------|--------------------|
| Revenues | | | | | | | |
| Developer Contributions | \$ | - | \$ | - | \$ | 39,296 | \$ 39,296 |
| Total Revenues | \$ | - | \$ | - | \$ | 39,296 | \$ 39,296 |
| Expenditures: | | | | | | | |
| Capital Outlay - Construction | \$ | - | \$ | - | \$ | 39,296 | \$ (39,296) |
| Total Expenditures | \$ | - | \$ | - | \$ | 39,296 | \$ (39,296) |
| Excess (Deficiency) of Revenues over Expenditures | \$ | - | \$ | - | \$ | - | \$ 78,593 |
| Net Change in Fund Balance | \$ | - | | | \$ | - | |
| Fund Balance - Beginning | \$ | - | | | \$ | - | |
| Fund Balance - Ending | \$ | - | | | \$ | - | |

Wind Meadows South

Community Development District

Capital Projects Fund Series 2023

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2024

| | Adopted Budget | Prorated Budget Thru 09/30/24 | Actual Thru 09/30/24 | Variance |
|--|-------------------|----------------------------------|-------------------------|-----------------------|
| Revenues | | | | |
| Interest | \$ - | \$ - | \$ 18,582 | \$ 18,582 |
| Total Revenues | \$ - | \$ - | \$ 18,582 | \$ 18,582 |
| Expenditures: | | | | |
| Capital Outlay - Construction | \$ - | \$ - | \$ 1,452,576 | \$ (1,452,576) |
| Total Expenditures | \$ - | \$ - | \$ 1,452,576 | \$ (1,452,576) |
| Excess (Deficiency) of Revenues over Expenditures | \$ - | \$ - | \$ (1,433,994) | \$ 1,471,158 |
| Other Financing Sources/(Uses) | | | | |
| Transfer In/(Out) | \$ - | \$ - | \$ (363) | \$ (363) |
| Total Other Financing Sources (Uses) | \$ - | \$ - | \$ (363) | \$ (363) |
| Net Change in Fund Balance | \$ - | \$ - | \$ (1,434,357) | |
| Fund Balance - Beginning | \$ - | \$ - | \$ 1,273,643 | |
| Fund Balance - Ending | \$ - | \$ - | \$ (160,715) | |

Wind Meadows South

Community Development District

Capital Reserve Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2024

| | Adopted Budget | Prorated Budget Thru 09/30/24 | Actual Thru 09/30/24 | Variance |
|--|-------------------|----------------------------------|-------------------------|--------------------|
| Revenues | | | | |
| Interest | \$ - | \$ - | \$ - | \$ - |
| Total Revenues | \$ - | \$ - | \$ - | \$ - |
| Expenditures: | | | | |
| Capital Outlay | \$ - | \$ - | \$ - | \$ - |
| Total Expenditures | \$ - | \$ - | \$ - | \$ - |
| Excess (Deficiency) of Revenues over Expenditures | \$ - | \$ - | \$ - | \$ - |
| Other Financing Sources/(Uses) | | | | |
| Transfer In/(Out) | \$ 10,000 | \$ 10,000 | \$ (5,000) | \$ (15,000) |
| Total Other Financing Sources (Uses) | \$ 10,000 | \$ 10,000 | \$ (5,000) | \$ (15,000) |
| Net Change in Fund Balance | \$ 10,000 | | \$ (5,000) | |
| Fund Balance - Beginning | \$ 10,000 | | \$ 5,000 | |
| Fund Balance - Ending | \$ 20,000 | | \$ - | |

Wind Meadows South
Community Development District
Month to Month

| | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Total |
|-----------------------|------------------|-----------------|-------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|--------------|-------------|-----------------|-------------------|
| Revenues | | | | | | | | | | | | | |
| Assessments - On Roll | \$ - | \$ 3,470 | \$ 458,724 | \$ 4,734 | \$ 1,169 | \$ 1,193 | \$ 3,615 | \$ 2,496 | \$ 2,500 | \$ 25 | \$ - | \$ - | \$ 477,925 |
| Assessments - Direct | \$ 97,191 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 97,191 |
| Miscellaneous Income | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 30 | \$ 60 | \$ 30 | \$ - | \$ 9,029 | \$ 9,149 |
| Total Revenues | \$ 97,191 | \$ 3,470 | \$ 458,724 | \$ 4,734 | \$ 1,169 | \$ 1,193 | \$ 3,615 | \$ 2,526 | \$ 2,560 | \$ 55 | \$ - | \$ 9,029 | \$ 584,266 |

Expenditures:

General & Administrative:

| | | | | | | | | | | | | | |
|--|------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|------------------|-----------------|-----------------|-------------------|
| Supervisor Fees | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Engineering | \$ - | \$ 250 | \$ 1,375 | \$ - | \$ - | \$ 375 | \$ 250 | \$ 500 | \$ - | \$ 4,250 | \$ - | \$ 125 | \$ 7,125 |
| Attorney | \$ 1,299 | \$ 1,462 | \$ 367 | \$ 403 | \$ 76 | \$ 1,577 | \$ 3,082 | \$ 1,391 | \$ 632 | \$ 1,964 | \$ 149 | \$ 1,894 | \$ 14,295 |
| Annual Audit | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 4,100 | \$ - | \$ - | \$ 4,100 |
| Assessment Administration | \$ 5,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 5,000 |
| Arbitrage | \$ - | \$ - | \$ - | \$ - | \$ 900 | \$ - | \$ - | \$ - | \$ - | \$ 450 | \$ - | \$ - | \$ 1,350 |
| Dissemination | \$ 500 | \$ 500 | \$ 500 | \$ 500 | \$ 500 | \$ 500 | \$ 500 | \$ 500 | \$ 500 | \$ 500 | \$ 500 | \$ 500 | \$ 6,000 |
| Trustee Fees | \$ - | \$ 4,041 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,773 | \$ - | \$ - | \$ - | \$ - | \$ 5,814 |
| Management Fees | \$ 3,216 | \$ 3,216 | \$ 3,216 | \$ 3,216 | \$ 3,216 | \$ 3,216 | \$ 3,216 | \$ 3,216 | \$ 3,216 | \$ 3,216 | \$ 3,216 | \$ 3,216 | \$ 38,588 |
| Information Technology | \$ 150 | \$ 150 | \$ 150 | \$ 150 | \$ 150 | \$ 150 | \$ 150 | \$ 150 | \$ 150 | \$ 150 | \$ 150 | \$ 150 | \$ 1,800 |
| Website Maintenance | \$ 100 | \$ 100 | \$ 100 | \$ 100 | \$ 100 | \$ 100 | \$ 100 | \$ 100 | \$ 100 | \$ 100 | \$ 100 | \$ 100 | \$ 1,200 |
| Postage & Delivery | \$ 56 | \$ 23 | \$ 14 | \$ 218 | \$ 43 | \$ 16 | \$ 162 | \$ 129 | \$ 125 | \$ 82 | \$ 70 | \$ 124 | \$ 1,062 |
| Insurance | \$ 5,563 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,226 | \$ - | \$ - | \$ - | \$ 6,789 |
| Printing & Binding | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1 | \$ - | \$ - | \$ - | \$ 1 |
| Legal Advertising | \$ 1,533 | \$ - | \$ - | \$ - | \$ 393 | \$ - | \$ 810 | \$ 436 | \$ 3,221 | \$ - | \$ 661 | \$ 369 | \$ 7,422 |
| Contingency | \$ 38 | \$ 38 | \$ 39 | \$ 38 | \$ 1,541 | \$ 40 | \$ 41 | \$ 41 | \$ 41 | \$ 41 | \$ 41 | \$ 41 | \$ 1,981 |
| Office Supplies | \$ 1 | \$ 3 | \$ 6 | \$ 0 | \$ 1 | \$ 1 | \$ 4 | \$ 3 | \$ 4 | \$ 1 | \$ 4 | \$ 1 | \$ 28 |
| Dues, Licenses & Subscriptions | \$ 175 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 175 |
| Total General & Administrative: | \$ 17,630 | \$ 9,783 | \$ 5,766 | \$ 4,626 | \$ 6,920 | \$ 5,975 | \$ 8,314 | \$ 8,240 | \$ 9,665 | \$ 14,404 | \$ 4,890 | \$ 6,520 | \$ 102,731 |

Wind Meadows South
Community Development District
 Month to Month

| | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Total |
|--|------------------|--------------------|-------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|-------------------|
| Operations and Maintenance Expenses | | | | | | | | | | | | | |
| <i>Field Operations</i> | | | | | | | | | | | | | |
| Property Insurance | \$ 13,043 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 894 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 13,937 |
| Field Management | \$ 1,313 | \$ 1,313 | \$ 1,313 | \$ 1,313 | \$ 1,313 | \$ 1,313 | \$ 1,313 | \$ 1,313 | \$ 1,313 | \$ 1,313 | \$ 1,313 | \$ 1,313 | \$ 15,750 |
| Landscape Maintenance | \$ 8,231 | \$ 8,231 | \$ 8,231 | \$ 8,231 | \$ 8,231 | \$ 8,231 | \$ 8,231 | \$ 8,231 | \$ 13,413 | \$ 11,120 | \$ 11,120 | \$ 11,120 | \$ 115,508 |
| Landscape Replacement | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lake Maintenance | \$ 225 | \$ - | \$ 450 | \$ 225 | \$ 225 | \$ 225 | \$ 225 | \$ 225 | \$ 225 | \$ 225 | \$ 225 | \$ 225 | \$ 2,700 |
| Streetlights | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Electric - Field | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,032 | \$ - | \$ 1,078 | \$ 2,110 |
| Water & Sewer - Field | \$ 1,689 | \$ 1,674 | \$ 3,048 | \$ 5,615 | \$ 4,479 | \$ 4,300 | \$ 3,829 | \$ 3,581 | \$ 2,536 | \$ 4,972 | \$ 3,326 | \$ 3,078 | \$ 42,126 |
| Sidewalk & Asphalt Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Irrigation Repairs | \$ - | \$ - | \$ - | \$ - | \$ 466 | \$ - | \$ 335 | \$ 480 | \$ 2,000 | \$ - | \$ 446 | \$ - | \$ 3,727 |
| General Repairs & Maintenance | \$ - | \$ - | \$ 1,631 | \$ - | \$ 190 | \$ 585 | \$ - | \$ - | \$ - | \$ - | \$ 300 | \$ 925 | \$ 3,631 |
| Field Contingency | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Total Field Expenses | \$ 24,500 | \$ 11,217 | \$ 14,673 | \$ 15,383 | \$ 14,904 | \$ 14,654 | \$ 14,826 | \$ 19,011 | \$ 17,193 | \$ 18,661 | \$ 16,729 | \$ 17,738 | \$ 199,489 |
| Amenity Expenditures | | | | | | | | | | | | | |
| Amenity - Electric | \$ 1,122 | \$ 1,165 | \$ 1,114 | \$ 768 | \$ 762 | \$ 763 | \$ 725 | \$ 748 | \$ 808 | \$ - | \$ - | \$ 989 | \$ 8,964 |
| Amenity - Water | \$ 141 | \$ 156 | \$ 146 | \$ 111 | \$ 91 | \$ 111 | \$ 126 | \$ 126 | \$ 210 | \$ 210 | \$ 156 | \$ 240 | \$ 1,826 |
| Internet | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 883 | \$ 55 | \$ 55 | \$ 65 | \$ 65 | \$ 65 | \$ 65 | \$ 1,253 |
| Pest Control | \$ 120 | \$ 120 | \$ 120 | \$ 120 | \$ 120 | \$ 120 | \$ 120 | \$ 235 | \$ 120 | \$ 120 | \$ 235 | \$ 120 | \$ 1,670 |
| Janitorial Service | \$ 1,010 | \$ 1,000 | \$ 1,010 | \$ 1,010 | \$ 1,020 | \$ 1,010 | \$ 1,010 | \$ 1,000 | \$ 1,010 | \$ 1,075 | \$ 1,040 | \$ 1,020 | \$ 12,215 |
| Security Services | \$ - | \$ - | \$ - | \$ 690 | \$ 645 | \$ 3,171 | \$ 2,675 | \$ 3,295 | \$ 2,964 | \$ 3,079 | \$ 3,074 | \$ 3,072 | \$ 22,666 |
| Pool Maintenance | \$ 2,500 | \$ 2,500 | \$ 2,500 | \$ 2,500 | \$ 2,500 | \$ 2,500 | \$ 2,500 | \$ 2,500 | \$ 2,500 | \$ 2,500 | \$ 2,500 | \$ 2,500 | \$ 30,000 |
| Pool Permit | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 280 | \$ - | \$ - | \$ - | \$ - | \$ 280 |
| Amenity Repairs & Maintenance | \$ 591 | \$ 243 | \$ 541 | \$ 650 | \$ 510 | \$ - | \$ 1,853 | \$ 5,360 | \$ 2,917 | \$ 438 | \$ 572 | \$ 575 | \$ 14,250 |
| Amenity Access Management | \$ 1,770 | \$ 970 | \$ 438 | \$ 438 | \$ 438 | \$ 438 | \$ 756 | \$ 438 | \$ 438 | \$ 438 | \$ 438 | \$ 438 | \$ 7,433 |
| Contingency | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Total Amenity Expenses | \$ 7,254 | \$ 6,154 | \$ 5,869 | \$ 6,287 | \$ 6,086 | \$ 8,996 | \$ 9,820 | \$ 14,037 | \$ 11,032 | \$ 7,925 | \$ 8,079 | \$ 9,019 | \$ 100,557 |
| Total Operations and Maintenance: | \$ 31,754 | \$ 17,371 | \$ 20,541 | \$ 21,670 | \$ 20,990 | \$ 23,649 | \$ 24,646 | \$ 33,048 | \$ 28,225 | \$ 26,586 | \$ 24,808 | \$ 26,757 | \$ 300,046 |
| Other Expenditures | | | | | | | | | | | | | |
| Capital Reserves - Transfer | \$ 5,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 5,000 |
| Total Other Expenditures | \$ 5,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 5,000 |
| Total Expenditures | \$ 44,385 | \$ 27,154 | \$ 26,307 | \$ 26,296 | \$ 27,909 | \$ 29,624 | \$ 32,960 | \$ 41,288 | \$ 37,890 | \$ 40,989 | \$ 29,698 | \$ 33,277 | \$ 402,777 |
| Excess Revenues (Expenditures) | \$ 52,807 | \$ (23,684) | \$ 432,417 | \$ (21,562) | \$ (26,740) | \$ (28,431) | \$ (29,345) | \$ (38,762) | \$ (35,330) | \$ (40,935) | \$ (29,698) | \$ (24,248) | \$ 186,489 |

Wind Meadows South
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts
Fiscal Year 2024

ON ROLL ASSESSMENTS

Gross Assessments \$ 511,467.84 \$ 559,137.28 \$ 1,070,605.12
Net Assessments \$ 475,665.09 \$ 519,997.67 \$ 995,662.76

| | | | | | | | | | 48% | 52% | 100% |
|--------------|---------------------|------------------------|---------------------|---------------------|--------------------|---------------------|------------------------|----------------------|----------------------|------------------------|------|
| Date | Distribution | Gross Amount | Discount/Penalty | Commission | Interest | Property Appraiser | Net Receipts | General Fund | 2021 Debt Service | Total | |
| 11/17/23 | 11/01/23-11/05/23 | \$ 2,573.57 | \$ 102.94 | \$ 49.41 | \$ - | \$ - | \$ 2,421.22 | \$ 1,156.71 | \$ 1,264.51 | \$ 2,421.22 | |
| 11/24/23 | 11/06/23-11/12/23 | \$ 5,147.14 | \$ 205.87 | \$ 98.83 | \$ - | \$ - | \$ 4,842.44 | \$ 2,313.41 | \$ 2,529.03 | \$ 4,842.44 | |
| 12/8/23 | 11/13/23-11/22/23 | \$ 18,014.99 | \$ 720.57 | \$ 345.89 | \$ - | \$ - | \$ 16,948.53 | \$ 8,096.94 | \$ 8,851.59 | \$ 16,948.53 | |
| 12/21/23 | 11/23/23-11/30/23 | \$ 756,629.58 | \$ 30,264.27 | \$ 14,527.31 | \$ - | \$ - | \$ 711,838.00 | \$ 340,071.46 | \$ 371,766.54 | \$ 711,838.00 | |
| 12/29/23 | 12/01/23-12/15/23 | \$ 257,357.00 | \$ 10,293.81 | \$ 4,941.26 | \$ - | \$ - | \$ 242,121.93 | \$ 115,670.64 | \$ 126,451.29 | \$ 242,121.93 | |
| 12/31/23 | Inv#4652090 | \$ - | \$ - | \$ - | \$ - | \$ 10,706.05 | \$ (10,706.05) | \$ (5,114.68) | \$ (5,591.37) | \$ (10,706.05) | |
| 1/10/24 | 12/16/23-12/31/23 | \$ 7,720.71 | \$ 257.36 | \$ 149.27 | \$ - | \$ - | \$ 7,314.08 | \$ 3,494.21 | \$ 3,819.87 | \$ 7,314.08 | |
| 1/16/24 | 10/01/2023-12/31/23 | \$ - | \$ - | \$ - | \$ 2,594.78 | \$ - | \$ 2,594.78 | \$ 1,239.62 | \$ 1,355.16 | \$ 2,594.78 | |
| 2/9/24 | 01/01/24-01/31/24 | \$ 2,573.57 | \$ 77.21 | \$ 49.93 | \$ - | \$ - | \$ 2,446.43 | \$ 1,168.75 | \$ 1,277.68 | \$ 2,446.43 | |
| 3/13/24 | 02/01/24-02/29/24 | \$ 2,573.57 | \$ 25.73 | \$ 50.96 | \$ - | \$ - | \$ 2,496.88 | \$ 1,192.85 | \$ 1,304.03 | \$ 2,496.88 | |
| 4/10/24 | 03/01/24-03/31/24 | \$ 7,720.71 | \$ - | \$ 154.41 | \$ - | \$ - | \$ 7,566.30 | \$ 3,614.70 | \$ 3,951.60 | \$ 7,566.30 | |
| 5/20/24 | 01/01/24-03/31/24 | \$ - | \$ - | \$ - | \$ 28.45 | \$ - | \$ 28.45 | \$ 13.59 | \$ 14.86 | \$ 28.45 | |
| 5/31/24 | 04/01/24-04/30/24 | \$ 5,301.54 | \$ - | \$ 106.03 | \$ - | \$ - | \$ 5,195.51 | \$ 2,482.09 | \$ 2,713.42 | \$ 5,195.51 | |
| 6/20/24 | 05/01/24-05/31/24 | \$ 2,650.78 | \$ - | \$ 53.02 | \$ - | \$ - | \$ 2,597.76 | \$ 1,241.05 | \$ 1,356.71 | \$ 2,597.76 | |
| 6/28/24 | 06/03/24-06/03/24 | \$ 2,689.37 | \$ - | \$ 53.79 | \$ - | \$ - | \$ 2,635.58 | \$ 1,259.11 | \$ 1,376.47 | \$ 2,635.58 | |
| 7/25/24 | 04/01/24-06/30/24 | \$ - | \$ - | \$ - | \$ 52.25 | \$ - | \$ 52.25 | \$ 24.96 | \$ 27.29 | \$ 52.25 | |
| Total | | \$ 1,070,952.53 | \$ 41,947.76 | \$ 20,580.11 | \$ 2,675.48 | \$ 10,706.05 | \$ 1,000,394.09 | \$ 477,925.41 | \$ 522,468.68 | \$ 1,000,394.09 | |

| | |
|---------|------------------------------|
| 100.48% | Net Percent Collected |
| 0 | Balance Remaining to Collect |

DIRECT BILL ASSESSMENTS

| Wind Meadows South 2, LLC 2024-01 | | | | | | | |
|--------------------------------------|----------|--------------|--------------|------------------|-----------------|--------------|---------------|
| Date Received | Due Date | Check Number | O&M | Series 2023 Debt | Amount Received | General Fund | Series 2023 |
| | | | | Net Assessments | \$ 618,391.49 | \$ 97,191.49 | \$ 521,200.00 |
| 10/18/23 | 10/1/23 | 1077 | \$ 48,595.75 | \$ - | \$ 48,595.75 | \$ 48,595.75 | \$ - |
| 2/21/24 | 2/1/24 | 1134 | \$ 24,297.87 | \$ - | \$ 24,297.87 | \$ 24,297.87 | \$ - |
| 4/2/24 | 4/1/24 | 2061 | \$ - | \$ 316,837.50 | \$ - | \$ - | \$ 55,615.55 |
| 8/30/24 | 5/1/24 | 1171 | \$ 24,297.87 | \$ - | \$ 24,297.87 | \$ 24,297.87 | \$ - |
| 9/25/24 | 10/1/24 | 1180 | \$ - | \$ 204,362.50 | \$ - | \$ - | \$ - |
| | | | | \$ 97,191.49 | \$ 521,200.00 | \$ 97,191.49 | \$ 55,615.55 |

*bal collected at Lot Closing

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 | \$260,000 | |
| RESERVE FUND BALANCE | \$260,000 | |
| BONDS OUTSTANDING - 10/15/2021 | | \$9,335,000 |
| LESS: PRINCIPAL PAYMENT 05/1/23 | | (\$190,000) |
| LESS: PRINCIPAL PAYMENT 05/1/24 | | (\$195,000) |
| CURRENT BONDS OUTSTANDING | | \$8,950,000 |

| SERIES 2023, SPECIAL ASSESSMENT BONDS | | |
|---------------------------------------|-----------------------------|--------------------|
| INTEREST RATES: | 4.500%, 5.400%, 5.625% | |
| MATURITY DATE: | 5/1/2053 | |
| RESERVE FUND DEFINITION | MAXIMUM ANNUAL DEBT SERVICE | |
| RESERVE FUND REQUIREMENT | \$523,525 | |
| RESERVE FUND BALANCE | \$523,525 | |
| BONDS OUTSTANDING - 05/11/23 | | \$7,655,000 |
| LESS: PRINCIPAL PAYMENT 05/1/24 | | (\$110,000) |
| CURRENT BONDS OUTSTANDING | | \$7,545,000 |