Wellness Ridge Community Development District

Agenda

August 24, 2022

## AGENDA

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### Wellness Ridge Community Development District

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

August 17, 2022

Board of Supervisors Wellness Ridge Community Development District

Dear Board Members:

The meeting of the Board of Supervisors of the Wellness Ridge Community Development District will be held **Wednesday**, **August 24**, **2022 at 10:30 a.m. at the Cooper Memorial Library**, **2525 Oakley Seaver Drive**, **Clermont**, **Florida**. Following is the advance agenda for the regular meeting:

- 1. Roll Call
- 2. Public Comment Period
- 3. Approval of Minutes of the July 27, 2022 Board of Supervisors Meeting and Acceptance of the Minutes of the July 27, 2022 Landowners' Meeting
- 4. Consideration of Professional Engineering Services Agreement with VHB, Inc.
- 5. Public Hearing

A. Consideration of Resolution 2022-20 Adopting the Fiscal Year 2022 & 2023 Budgets and Relating to the Annual Appropriations

- 6. Consideration of Fiscal Year 2023 Developer Funding Agreement
- 7. Discussion of Pending Plat Conveyances
- 8. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. District Manager's Report
    - i. Balance Sheet and Income Statement
    - ii. Ratification of Funding Request #2
    - iii. Approval of Fiscal Year 2023 Meeting Schedule
- 9. Other Business
- 10. Supervisor's Requests
- 11. Adjournment

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

Sincerely,

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George S. Flint District Manager

Cc: Jan Carpenter, District Counsel John Powell, Interim District Engineer Steve Sanford, Bond Counsel Jon Kessler, Underwriter Scott Schuhle, Trustee

Enclosures

## MINUTES

#### MINUTES OF MEETING WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Wellness Ridge Community Development District was held Wednesday, July 27, 2022 at 10:34 a.m. at the Cooper Memorial Library, 2525 Oakley Seaver Drive, Clermont, Florida.

Present and constituting a quorum were:

Adam Morgan
Rob Bonin
Brent Kewley
Lane Register

Chairman Vice Chairman Assistant Secretary Assistant Secretary

Also present were:

George Flint Kristen Trucco Jay Lazarovich John Prowell *by phone*  District Manager District Counsel LLEB Interim District Engineer

#### FIRST ORDER OF BUSINESS

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

#### SECOND ORDER OF BUSINESS Public Comment

There being none, the next item followed.

#### THIRD ORDER OF BUSINESS Organizational Matters

#### A. Administration of Oaths of Office to Newly Elected Supervisors

Mr. Flint being a notary public of the State of Florida administered the oath of office to the

**Roll Call** 

four Board members in attendance.

B. Consideration of Resolution 2022-14 Canvassing and Certifying the Results of the Landowners' Election

Mr. Flint: The Board of Supervisors sits as the canvassing Board for purposes of canvassing and certifying the results of the Landowner Election and we provided Resolution 2022-14, which we will fill in the blanks to indicate that Mr. Morgan and Mr. Register received 350 votes and will

serve four-year terms of office and Mr. Bonin, Mr. Kewley and Ms. Walker received 349 votes and will serve two-year terms of office.

On MOTION by Mr. Morgan seconded by Mr. Register with all in favor Resolution 2022-14 Canvassing and Certifying the Results of the Landowners' Election, was approved.

#### C. Consideration of Resolution 2022-15 Electing Officers

Mr. Flint: The statute requires that after each election the Board consider officers. We provided Resolution 2022-15 electing a Chair, Vice Chair, Secretary, Assistant Secretaries, Treasurer, and Assistant Treasurer.

On MOTION by Mr. Morgan seconded by Mr. Register with all in favor Resolution 2022-15 was approved reflecting the following officers: Adam Morgan Chair, Lane Register Vice Chair, Rob Bonin, Brent Kewley, Amara Walker Assistant Secretaries, George Flint Secretary, Jill Burns Treasurer and Katie Costa as Assistant Treasurer.

### FOURTH ORDER OF BUSINESS

## Approval of the Minutes of the June 8, 2022 Meeting

On MOTION by Mr. Morgan seconded by Mr. Register with all in favor the minutes of the June 8, 2022 meeting were approved as presented.

#### FIFTH ORDER OF BUSINESS

Ranking of Proposals for District Engineering Services and Selection of District Engineer

Mr. Flint: District engineering services fall under the Consultants Competitive Negotiations Act, which require us to go through a formal bidding process issuing an RFQ and then the Board selecting the respondent based on qualifications. We received one response from VHB, your interim District Engineer. Since there were no other responses, you have the option of rejecting and rebidding or you could choose to accept the response from VHB and authorize negotiation of a contract.

On MOTION by Mr. Morgan seconded by Mr. Register the proposal from VHB was accepted and staff was authorized to enter into negotiations for a contract for Engineering Services to be brought back to the Board for consideration.

#### SIXTH ORDER OF BUSINESS Public Hearings

On MOTION by Mr. Morgan seconded by Mr. Register with all in favor the public hearings were opened.

## A. Rules of Procedure - Consideration of Resolution 2022-16 Adopting the District's Rules of Procedure

Mr. Flint: The first public hearing is to consider adoption of the rules of procedure. For the record there are no members of the public present to provide comment or testimony so we will bring it back to the Board for discussion and consideration.

On MOTION by Mr. Morgan seconded by Mr. Register with all in favor Resolution 2022-16 Adopting the District's Rules of Procedure was approved.

#### B. Uniform Method of Collection – Consideration of Resolution 2022-17 Expressing the District's Intent to Utilize the Uniform Method of Collection

Mr. Flint: This is a statutory requirement to be able to use the tax bill as the collection method for the District's debt and O&M assessments. We published four consecutive notices in the newspaper as required by statute then you have this resolution.

On MOTION by Mr. Morgan seconded by Mr. Register with all in favor Resolution 2022-17 Expressing the District's Intent to Utilize the Uniform Method of Collection was approved.

On MOTION by Mr. Morgan seconded by Mr. Register with all in favor the public hearing were closed.

#### SEVENTH ORDER OF BUSINESS Financing Matters

A. Consideration of Engineer's Report

Mr. Flint: The Engineer's Report was prepared by your interim District Engineer and I have copies here of the most recent draft, however there are changes. This draft was revised on July 21<sup>st</sup> and we discussed that the Board could consider this report and approve it subject to some changes that need to be made. One, is the development plan, which is Table 2 that needs to be revised, assessment area 1 has 967, there would be legal descriptions included for assessment area 1 and assessment area 2. Right now the legal description covers the entire District and the Engineer is working with the surveyor on getting specific descriptions for each assessment area that would total the total amount of land within the District. On the opinion of probable cost, Table 5, my understanding is the conservation area cost would be removed, that is \$2.7 million, and we would add an amenity line of \$10 million and that would be reflected in assessment area 1.

On MOTION by Mr. Morgan seconded by Mr. Register with all in favor the Master Engineer's Report was approved in substantial form subject to the changes noted.

#### B. Consideration of Master Assessment Methodology Report

Mr. Flint: We prepared a Master Assessment Methodology for assessment area 1 and we are proposing to place a lien on assessment area 1, which is the land that Lennar currently owns. We are not including assessment area 2 at this point, that is a future takedown.

Mr. Morgan: It doesn't reflect the difference in the amenity, correct?

Mr. Flint: It doesn't reflect removal of the conservation areas and adding the amenity cost. We will need to update our report based on the changes to the Engineer's Report. When we issue bonds, we will issue a supplemental report that will reflect the actual interest rate.

> On MOTION by Mr. Register seconded by Mr. Morgan with all in favor the Master Assessment Methodology report was approved in substantially final form subject to incorporating the cost changes that are going to be reflected in the revised Engineer's Report.

#### C. Consideration of Resolution 2022-18 Declaring Special Assessments

Ms. Trucco: This is the resolution that is going to declare special assessments over assessment area 1 in accordance with the methodology set forth in the assessment methodology report. Those assessments are going to be used to construct the capital improvement project that is detailed in the Engineer's Report that the Board just approved in substantially final form subject to those changes that we noted.

In the first whereas clause we will be filling in the date of the Engineer's Report to reflect today's date as well as the Master Assessment Methodology will also reflect today's date. The blanks in paragraph 5 and 6 those numbers will reflect the numbers approved today in the Engineer's report and assessment methodology. Paragraph 5 could be \$48,926,757 subject to the changes discussed today and paragraph 6 \$58,250,000 subject to the changes discussed.

This resolution is also going to allow the District Manager to publish the resolution twice, once a week for two weeks in accordance with the Florida Statutes. The resolution approves the reports and also declares assessments on the property as described in both of those reports.

On MOTION by Mr. Morgan seconded by Mr. Register with all in favor Resolution 2022-18 Declaring Special Assessments was approved.

## D. Consideration of Resolution 2022-19 Setting a Public Hearing for Special Assessments

Mr. Flint: The next resolution sets the public hearing. There is a 30-day mailed notice requirement and we can't issue until after the validation process takes place so it makes sense to schedule this for your September 28<sup>th</sup> Board meeting at 10:30 a.m.

On MOTION by Mr. Morgan seconded by Mr. Register with all in favor Resolution 2022-19 Setting a Public Hearing for Special Assessments on September 28, 2022 at 10:30 a.m. at the Cooper Memorial Library, 2525 Oakley Seaver Drive, Clermont, Florida was approved.

#### EIGHTH ORDER OF BUSINESS Discussion and Selection of Local District Records Office within Lake County

Mr. Flint: The District is required to have a local District records office in Lake County.

Mr. Morgan: Where do we keep the Lake Emma records?

Mr. Flint: There was a construction trailer address we were using. I will have to verify that

but my recommendation for the time being is we have a location at the Bella Collina Water Plant

that is in Montverde, Florida and we can use that for a period of time. It would be at 17500 Cavalier Drive, Montverde, Florida.

On MOTION by Mr. Morgan seconded by Mr. Register with all in favor the local District Records Office will be at the Bella Collina Water Plant, 17500 Cavalier Drive, Montverde, Florida.

#### NINTH ORDER OF BUSINESS

**Discussion of Pending Plat Conveyance** 

This item was not discussed.

#### TENTH ORDER OF BUSINESS Staff Reports

#### A. Attorney

Ms. Trucco: The hearing to validate the bonds is scheduled for September 21<sup>st</sup> in Lake County. We do not anticipate any issues.

#### B. Engineer

There being none, the next item followed.

#### C. District Manager

There being none, the next item followed.

ELEVENTH ORDER OF BUSINESS Other Business

There being none, the next item followed.

#### **TWELFTH ORDER OF BUSINESS**

Supervisors' Requests

There being none,

#### THIRTEENTH ORDER OF BUSINESS Adjournment

On MOTION by Mr. Morgan seconded by Mr. Register with all in favor the meeting adjourned at 10:53 a.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

#### MINUTES OF MEETING WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT

The Landowners' Meeting of the Wellness Ridge Community Development District was held on Wednesday, July 27, 2022 at 10:30 a.m. at the Cooper Memorial Library, 2525 Oakley Seaver Drive, Clermont, Florida.

Present were:

Adam Morgan Rob Bonin Brent Kewley Lane Register George Flint Kristen Trucco Jay Lazarovich John Prowell *by phone* 

#### FIRST ORDER OF BUSINESS

#### Determination of Number of Voting Units Represented

Mr. Flint: I have been provided a proxy form signed by Mark McDonald on behalf of the owner of the lands within Assessment Area 1 naming Adam Morgan as the proxy holder. Mr. Morgan is in attendance and represents 377.77 acres. I understand what they own is slightly larger than that, but the acreage within the District is 377.77 acres. That is 378 votes. There are no other landowners represented.

#### SECOND ORDER OF BUSINESS Call to Order

Mr. Flint called the Landowners' Meeting to order.

#### THIRD ORDER OF BUSINESS Election of Chairman for the Purpose of Conducting Landowners' Meeting

Mr. Flint: For purposes of conducting the landowner meeting will you designate me as the Chairperson?

Mr. Morgan: Absolutely.

#### FOURTH ORDER OF BUSINESS

### Nominations for the Position of Supervisors (5)

Mr. Flint: Currently Mr. Morgan, Mr. Bonin, Mr. Kewley, Mr. Register and Ms. Walker are on the Board. Do you intend to renominate them?

Mr. Morgan: That stands.

Mr. Flint: We will close the floor to nominations and cast the ballot. The two Board members receiving the most votes will serve four-year terms of office and the remaining three will serve two-year terms of office.

#### FIFTH ORDER OF BUSINESS Casting of Ballots

Mr. Flint: We have been provided a ballot from Mr. Morgan designating 350 votes for Mr. Register and 350 or Mr. Morgan, 349 votes for Mr. Bonin, Mr. Kewley and Ms. Walker.

#### SIXTH ORDER OF BUSINESS Tabulation of Ballots and Announcement or Results

Mr. Flint: Mr. Register and Mr. Morgan will serve four-year terms, and Mr. Bonin, Mr. Kewley and Ms. Walker will serve two-year terms.

**SEVENTH ORDER OF BUSINESS** Adjournment The landowner meeting adjourned at 10:34 a.m.

## SECTION IV

#### AGREEMENT BETWEEN THE WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT AND VHB, INC. FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between:

Wellness Ridge Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in the City of Clermont, Lake County, Florida (the "District"), with a mailing address of 219 E. Livingston Street, Orlando, Florida 32801; and

**VHB, Inc.**, a Florida corporation, with a mailing address of 225 E. Robinson Street, Suite 300, Orlando, Florida 32801 (the "Engineer").

WHEREAS, the District is a local unit of special-purpose government established and existing pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* ("Uniform Act"), by ordinance of the City of Clermont, Lake County, Florida; and

WHEREAS, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development of the lands within the District; and

WHEREAS, pursuant to sections 190.033 and 287.055, *Florida Statutes*, the District solicited proposals from qualified firms to provide professional engineering services on a continuing basis; and

WHEREAS, Engineer submitted a proposal to serve in this capacity; and

WHEREAS, the District's Board of Supervisors ranked Engineer as the most qualified firm to provide professional engineering services for the District and authorized the negotiation of a contract pursuant to section 287.055, *Florida Statutes*; and

WHEREAS, the District intends to employ Engineer to perform engineering, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

WHEREAS, the Engineer shall serve as District's professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of these services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to

the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

#### Article 1. Scope of Services

- A. The Engineer will provide general engineering services, including:
  - 1. Preparation of any necessary reports and attendance at meetings of the District's Board of Supervisors.
  - 2. Providing professional engineering services including, but not limited to, review and execution of documents under any of the District's Trust Indentures and monitoring of District projects.
  - 3. Any other items requested by the Board of Supervisors.
- B. Engineer shall, when authorized by the Board, provide general services related to construction of any District projects including, but not limited to:
  - 1. Periodic visits to the site, or full-time construction management of District projects, as directed by District.
  - 2. Processing of contractors' pay estimates.
  - 3. Preparation of, and/or assistance with, the preparation of work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel and the Board.
  - 4. Final inspection and requested certificates for construction including the final certificate of construction.
  - 5. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
  - 6. Any other Activity related to construction as authorized by the Board.
- C. With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

Article 2. Method of Authorization. Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project bring authorized ("Work Authorization"). Authorization of services or projects under the contract shall be at the sole option of the District.

Article 3. Compensation. It is understood and agreed that the payment of compensation for services under this contract shall be stipulated in each Work Authorization. One of the following methods will be utilized:

A. Lump Sum Amount – The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY FOUR, the District shall require the Engineer to execute a truth-innegotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within 1 year following the completion of the work contemplated by the lump sum Work Authorization.

B. Hourly Personnel Rates – For services or projects where the scope of services is not clearly defined or recurring services or other projects where the District desires the use of the hourly compensation rates outlined in **Exhibit "A."** The District and Engineer may agree to a "not to exceed" amount when utilizing hourly personnel rates for a specific work authorization.

Article 4. Reimbursable Expenses. Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

A. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel policy.

B. Expense of reproduction, postage and handling of drawings and specifications.

Article 5. Term of Contract. It is understood and agreed that the term of this contract will be from the time of execution of this contract by the parties until terminated in accordance with its terms.

Article 6. Special Consultants. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

Article 7. Books and Records. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder, or such further time as required under Florida's public records law. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

#### Article 8. Ownership of Documents.

A. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement (the "Work Product") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

B. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon termination of Engineer's services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the District. If said work product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.

C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

Article 9. Accounting Records. Records of Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

Article 10. Independent Contractor. Engineer and District agree that Engineer is and shall remain at all times an independent contractor and shall not in any way claim or be considered an employee of the District. Engineer shall not have authority to hire persons as employees of District. Article 11. Reuse of Documents. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with section 287.055(10), *Florida Statutes*.

Article 12. Estimate of Cost. Since Engineer has no control over the cost of labor, materials or equipment or over a contractor's methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

Article 13. Insurance. Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers Compensation	Statutory
General Liability	
Bodily Injury	\$1,000,000/\$2,000,000
(including Contractual) Property Damage (including Contractual)	\$1,000,000/\$2,000,000
Automobile Liability Bodily Injury/Property Damage	Combined Single Limits \$1,000,000
Professional Liability for Errors and Omissions	\$1,000,000

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties (except on Professional Liability for Errors and Omissions). The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Article. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

Article 14. Contingent Fee. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

Article 15. Audit. The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of all work under the Agreement.

Article 16. Indemnification. The Engineer agrees, to the fullest extent permitted by law, to indemnify, defend, and hold the District harmless of and from any and all liabilities, claims, causes of action, demands, suits, or losses arising from the negligent acts, errors or omissions of the Engineer, Engineer's agents or employees, in the performance of professional services under this Agreement. Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to section 768.28, *Florida Statutes*.

Article 17. Public Records. Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Engineer acknowledges that the designated public records custodian for the District is George Flint ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Engineer 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 the Engineer 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 Engineer'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 the Engineer, the Engineer 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 THE ENGINEER HAS QUESTIONS REGARDING THE **APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO** THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524, GFLINT@GMSCFL.COM, OR **C/O** GOVERNMENTAL **MANAGEMENT SERVICES - CENTRAL FLORIDA, LLC, 219** E. LIVINGSTON STREET, ORLANDO, FLORIDA 32801.

Article 18. Employment Verification. The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

#### Article 19. Compliance with E-Verify System.

(a) The Engineer shall comply with and perform all applicable provisions and requirements of Section 448.095, *Florida Statutes* and Section 448.09(1), *Florida Statues*. Accordingly, beginning on the Effective Date, to the extent required by Section 448.095, *Florida Statutes*, the Engineer shall enroll 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. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Engineer has knowingly violated Section 448.091, *Florida Statutes*.

(b) If the Engineer anticipates entering into agreements with a subcontractor for the work, Engineer 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 does not employ, contract with, or subcontract with an unauthorized alien. Engineer shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*,

but the Engineer has otherwise complied with its obligations hereunder, the District shall promptly notify the Engineer. The Engineer agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Engineer or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

(c) By entering into this Agreement, the Engineer represents that no public employer has terminated a contract with the Engineer under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

Article 20. Controlling Law; Jurisdiction and Venue. The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Jurisdiction and venue for any proceeding with respect to this Agreement shall be in Lake County, Florida

Article 21. Notices. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, transmitted by electronic mail (e-mail) and mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to the District:	Wellness Ridge Community Development District 219 E. Livingston Street Orlando, Florida 32801 Attn: District Manager
With a copy to:	Latham, Luna, Eden & Beaudine 201 South Orange Avenue, Suite 1400 Orlando, Florida 32801 Attn: Jan A. Carpenter
If to Engineer:	VHB, Inc. 225 E. Robinson Street, Suite 300 Orlando, Florida 32801 Attn: John Prowell

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 nonbusiness 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 District and counsel for Engineer may deliver Notice on behalf of District and Engineer, respectively. 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.

Article 22. Assignment. Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to the terms of this Agreement.

Article 23. Termination. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the Engineer receives notification of the intent of the District to terminate the contract, the Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential or other damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

Article 24. Recovery of Costs and Fees. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees.

Article 25. Acceptance. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed the day and year first above written.

WELLNESS RIDGE COMMUNITY
DEVELOPMENT DISTRICT

Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors			
	VHB, INC., a Florida corporation			
Witness	By: Its:			

**Exhibit A: Hourly Rates** 

#### WORK AUTHORIZATION NUMBER 1

, 2022

Wellness Ridge Community Development District Lake County, Florida

#### Subject: Work Authorization Number 1 Wellness Ridge Community Development District

Dear Chairman, Board of Supervisors:

VHB, Inc., is pleased to submit this work authorization to provide engineering services for the Wellness Ridge Community Development District. We will provide these services pursuant to our current agreement dated \_\_\_\_\_\_, 2022 ("Engineering Agreement") as follows:

#### I. Scope of Work

Wellness Ridge Community Development District will engage the services of VHB, Inc., as Engineer to prepare any necessary reports and attend and participate in meetings of the District's Board of Supervisors as requested by the District.

#### II. Fees

Wellness Ridge Community Development District will compensate VHB, Inc., pursuant to the hourly rate schedule contained in the Engineering Agreement in accordance with the terms of the Engineering Agreement. The District will reimburse VHB, Inc., all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Engineering Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the Wellness Ridge Community Development District and VHB, Inc., with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for considering VHB, Inc. We look forward to working with you.

Sincerely,

John Prowell, P.E. VHB, Inc.

APPROVED AND ACCEPTED

By: \_\_\_\_\_ Authorized Representative of Wellness Ridge Community Development District

Date: \_\_\_\_\_

## SECTION V

.

# SECTION A

#### **RESOLUTION 2022-20**

THE ANNUAL APPROPRIATION RESOLUTION OF THE WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE REMANDER OF FISCAL YEAR 2022 BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022 AND FISCAL YEAR 2023 BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has submitted to the Board of Supervisors (the "Board") a proposed budget for the Fiscal Years 2021/2022 & 2022/2023 along with an explanatory and complete financial plan for each fund of the Wellness Ridge Community Development District, pursuant to the provisions of Section 190.008(2)(a), Florida Statutes; and

WHEREAS, prior to the adoption of the proposed annual budgets (the "Proposed Budgets"), the District filed a copy of the Proposed Budgets with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), Florida Statutes; and

WHEREAS, the Board set August 24, 2022, as the date for a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), Florida Statutes; and

WHEREAS, the District Manager posted the Proposed Budgets on the District's website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), Florida Statutes, requires that, prior to October 1<sup>st</sup> of each year, the District Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the current and ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budgets, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

#### NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT:

#### Section 1. Budget

**a.** That the Board of Supervisors has reviewed the District Manager's Proposed Budgets, a copy of which is on file with the office of the District Manager and at the

District's Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- **b.** That the District Manager's Proposed Budget, attached hereto as Exhibit "A," as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures for Fiscal Year 2022 and/or revised projections for Fiscal Year 2023.
- c. That the adopted budget, as amended, shall be maintained in the office of the District Manager and at the District's Records Office and identified as "The Budget for the Wellness Ridge Community Development District for the Fiscal Years Ending September 30, 2022 and September 30, 2023," as adopted by the Board of Supervisors on August 24, 2022.
- **d.** The final adopted budgets shall be posted by the District Manager on the District's official website within thirty (30) days after adoption.

#### Section 2. Appropriations

There is hereby appropriated out of the revenues of the Wellness Ridge Community Development District, for the remainder of fiscal year beginning October 1, 2021, and ending September 30, 2022, and for the fiscal year beginning October 1, 2022, and ending September 30, 2023, the sums of \$ and \$ from the General Fund, to be funded by a Developer Funding Agreement, raised by the levy of assessments, or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year.

#### Section 3. Supplemental Appropriations

Pursuant to Section 189.418(6), Florida Statutes, the following provisions govern amendments to the budget(s) for any particular fund(s) listed above:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.

- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.418 of the Florida Statutes, among other applicable laws.

Introduced, considered favorably, and adopted this 24<sup>th</sup> day of August, 2022.

ATTEST:

#### WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Fiscal Year 2021/2022 and 2022/2023 Budgets



## Wellness Ridge

*Community Development District* 



#### Proposed Budgets FY2022 - FY2023



### **Table of Contents**

1	General Fund
2-4	General Fund Narrative

#### Wellness Ridge

#### **Community Development District**

#### **Proposed Budget**

**General Fund** 

Description	Proposed Budget FY2022*	Proposed Budget FY2023
Revenues		
Developer Contributions	\$ 52,926	\$ 138,178
Total Revenues	\$ 52,926	\$ 138,178
Expenditures		
General & Administrative		
Supervisor Fees	\$ 4,000	\$ 12,000
FICA Expenditures	\$ 306	\$ 918
Engineering	\$ 5,000	\$ 15,000
Attorney	\$ 8,333	\$ 25,000
Annual Audit	\$ -	\$ 4,000
Assessment Administration	\$ -	\$ 5,000
Arbitrage	\$ -	\$ 450
Dissemination	\$ -	\$ 5,000
Trustee Fees	\$ -	\$ 4,050
Management Fees	\$ 13,333	\$ 40,000
Information Technology	\$ 600	\$ 1,800
Website Maintenance **	\$ 2,150	\$ 1,200
Telephone	\$ 100	\$ 300
Postage & Delivery	\$ 500	\$ 1,000
Insurance	\$ 5,000	\$ 5,000
Printing & Binding	\$ 500	\$ 1,000
Legal Advertising	\$ 10,000	\$ 10,000
Other Current Charges	\$ 2,500	\$ 5,000
Office Supplies	\$ 208	\$ 625
Travel Per Diem	\$ 220	\$ 660
Dues, Licenses & Subscriptions	\$ 175	\$ 175
Total Expenditures	\$ 52,926	\$ 138,178
Excess Revenues/(Expenditures)	\$	\$

\*Budget is prorated from June 2022 to September 2022.

\*\* FY22 Budget amount includes a one-time website creation fee.

## Wellness Ridge Community Development District General Fund Narrative

### **Revenues:**

### **Developer** Contributions

The District will enter into a funding agreement with the Developer to fund the General Fund expenditures for the Fiscal Year.

### **Expenditures:**

### **General & Administrative:**

### Supervisor Fees

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings.

### FICA Expenditures

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

### **Engineering**

The District's engineer will be providing general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices and various projects as directed by the Board of Supervisors and the District Manager.

### <u>Attorney</u>

The District's legal counsel will be providing general legal services to the District, e.g. attendance and preparation for meetings, preparation and review of agreements, resolutions, etc. as directed by the Board of Supervisors and the District Manager.

### <u>Annual Audit</u>

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis.

### Assessment Administration

The District will contract to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

### <u>Arbitrage</u>

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on an anticipated bond issuance.

## Wellness Ridge Community Development District General Fund Narrative

### **Dissemination**

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues. This cost is based upon an anticipated bond issuance.

### Trustee Fees

The District will incur trustee related costs with the issuance of its' issued bonds.

### Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-Central Florida, LLC. The services include but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reports, annual audits, etc.

### Information Technology

Represents costs with Governmental Management Services – Central Florida, LLC related to the District's information systems, which include but are not limited to video conferencing services, cloud storage services and servers, security, accounting software, etc.

### Website Maintenance

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

### **Telephone**

Telephone and fax machine.

### Postage & Delivery

The District incurs charges for mailing of Board meeting agenda packages, overnight deliveries, correspondence, etc.

### <u>Insurance</u>

The District's general liability and public official's liability insurance coverages.

### Printing & Binding

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

### Legal Advertising

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

## Wellness Ridge Community Development District General Fund Narrative

### **Other Current Charges**

Bank charges and any other miscellaneous expenses incurred during the year.

### **Office Supplies**

Any supplies that may need to be purchased during the fiscal year, e.g., paper, minute books, file folders, labels, paper clips, etc.

### Travel Per Diem

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

### Dues, Licenses & Subscriptions

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

# SECTION VI

### WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2022-2023 DEVELOPER FUNDING AGREEMENT

**THIS FISCAL YEAR 2022-2023 DEVELOPER FUNDING AGREEMENT** (the "Agreement") is made and entered into this 1<sup>st</sup> day of October, 2023, by and between:

WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government, established pursuant to Chapter 190, Florida Statutes, and located in the City of Clermont, Lake County, Florida (hereinafter "District"), and

**LENNAR HOMES, LLC, a** Florida limited liability company and the owner of a majority of the real property in the District (hereinafter "Developer").

### Recitals

WHEREAS, the District was established by Ordinance Number 2023-018 of the City Council of the City of Clermont, Lake County Florida (the "County"), pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, (the "Act") for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including a storm water management system, roadways, water distribution and sewer collection systems, landscaping, recreational facilities and other infrastructure; and

WHEREAS, the District, pursuant to the Act, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, Developer presently owns and/or is developing the majority of the real property within the District (the "Property"), which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, the District has adopted or anticipates adopting its general fund budget for the fiscal year 2022-2023 ("FY 23"), which year commences on October 1, 2022, and concludes on September 30, 2023 (the "Budget"); and

WHEREAS, the Budget, which both parties recognize may be amended from time to time in the sole discretion of the District, are attached hereto and incorporated herein by reference as Exhibit "A"; and

WHEREAS, the District has or will levy non ad valorem special assessments on all land within the District that will benefit from the District activities, operations and services set forth in Exhibit "A"; and

Wellness Ridge CDD FY2023 Budget Funding Agmt Page 1 of 7 WHEREAS, the Developer agrees that the activities, operations and services by the District during FY 23 provide a special and peculiar benefit equal to or in excess of the costs reflected on Exhibit "A" to the property owned by the Developer within the District (the "Property"); and

WHEREAS, in lieu of initially certifying for collection special assessments on the Property to fund the Budget, the District is willing to allow the Developer to provide such funds as are necessary to allow the District to proceed with its FY 23 operations as described in Exhibit "A" so long as payment is timely provided; and

WHEREAS, the District desires to secure the funding of the Budget through the imposition of a continuing lien against the Property and otherwise as provided herein and in any resolutions of the District pertaining to the imposition of a lien for special assessments.

WHEREAS, the Developer agrees to enter into the Agreement in lieu of having the District collect any non-ad valorem assessments related to the Budget as authorized by law against the Property located within the District for the activities, operations, and services set forth in the Budget.

**NOW THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Developer agrees to make available to the District the monies necessary for the operation of the District based on actual expenditures of the District as called for in the Budget attached hereto as Exhibit "A" (and as Exhibit "A" may be amended from time to time), within thirty (30) days of written request by the District. Amendments to the Budget as shown in Exhibit "A" adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. The funds provided under this Agreement shall be placed in the District's general checking account. These payments are made by the District related to the Budget for FY 23.

2. District shall have the right to file a continuing lien upon the Property described in Exhibit "A" for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses, and court costs incurred by the District incident to the collection of funds under this Agreement and for enforcement of this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens, and encumbrances on the Property in order to preserve and protect the District's lien. The lien shall be effective as of the date and time of the recording of a "Notice of Lien for FY 2022-2023 Budget" in the public records of St. Cloud, Florida, stating among other things, the description of the Property and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for the Budget on behalf of the District, without need of further Board

Wellness Ridge CDD FY2023 Budget Funding Agmt Page 2 of 7 action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holders to the Property to pay the amount due under this Agreement, or may foreclose the lien against the Property in any manner authorized by law. In the event the Developer sells any of the Property after the execution of this Agreement, the Developers' rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a lien upon the remaining Property owned by the Developer.

3. The District has found that the activities, operations and services set out in the Budget on Exhibit "A" provide a special and peculiar benefit to the Property, which benefit is allocated as provided in the assessment roll attached hereto and incorporated herein as Exhibit "B". The Developer agrees that the activities, operations and services set forth in the Budget on Exhibit "A" provide a special and peculiar benefit to the Property equal to or in excess of the costs set out in Exhibit "A", as allocated in Exhibit "B". Therefore, in the alternative or in addition to the other methods of collection set forth in this Agreement, or in any resolution of the District regarding the imposition and collection of special assessments, the District, in its sole discretion, and upon failure of the Developer to make payment as provided for in this Agreement, may choose to certify for collection, either through the Uniform Method of Collection set forth in Chapter 197 or under any method of direct bill and collection on a future years tax roll and collected by the Osceola County Tax Collector, collected pursuant to a foreclosure action, or, at the District's discretion, collected in any other method authorized by law.

4. In the event the District is required to certify non ad valorem special assessments for collection as a result of the Developer's failure to provide the funds as required under this Agreement, the amount of funds received by the District from Developer under this Agreement shall be credited pro-rata to all of the Property subject to special assessments in the manner provided in the District's assessment methodology of operation and maintenance.

5. District and Developer agree that the Budget shall be revised, after due notice, at the end of the fiscal year to reflect the actual expenditures for the District for FY 23. Developer shall not be responsible for any costs other than those costs provided for in the Budget, as so amended.

6. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both of the parties hereto.

7. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law and each party has full power and authority to comply with the terms and provisions of this instrument.

8. This Agreement may be assigned, in whole or in part, by either party only upon the Wellness Ridge CDD FY2023 Budget Funding Agmt Page 3 of 7 written consent of the other, which consent shall not be unreasonably withheld.

9. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement through the imposition and enforcement of a contractual or other lien on property owned by the Developer, and in the manner described in paragraph 3 above.

10. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.

11. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this 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.

12. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

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

14. The Agreement shall be effective after execution by both parties. The enforcement provisions of this Agreement shall survive its termination until all payments due under this Agreement are paid in full.

## [SIGNATURES ON FOLLOWING PAGE]

Wellness Ridge CDD FY2023 Budget Funding Agmt Page 4 of 7

### SIGNATURE PAGE TO WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT FY 2022-2023 DEVELOPER FUNDING AGREEMENT

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

Attest:

WELLNESSRIDGECOMMUNITYDEVELOPMENTDISTRICT,aFloridacommunity development district.Florida

By:	
Name	:
Title:	Assistant Secretary

By:	
Name:	
Title: Chairman, Board of Supervisors	

# LENNAR HOMES, LLC, a Florida limited liability company

By:	
Name:	
Title: Witness	

By:			
•	 		
Name:			
Title:			

### EXHIBIT "A"

Wellness Ridge CDD FY2023 Budget Funding Agmt Page 5 of 7 (Fiscal Year 2022-2023 Budget)

[SEE ATTACHED]

Wellness Ridge CDD FY2023 Budget Funding Agmt Page 6 of 7

### EXHIBIT "B"

(Assessment Roll)

[SEE ATTACHED]

Wellness Ridge CDD FY2023 Budget Funding Agmt Page 7 of 7

# SECTION VIII

# SECTION C

# **SECTION 1**

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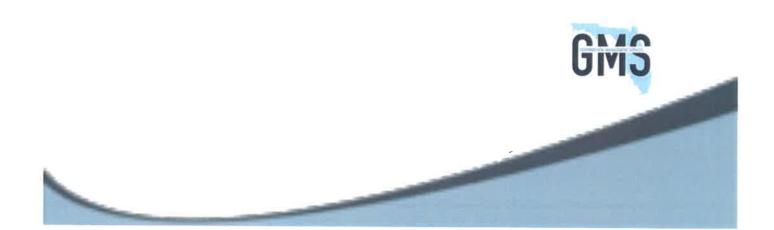


# Wellness Ridge

**Community Development District** 

# Unaudited Financial Reporting

July 31, 2022



# **Table of Contents**

1	Balance Sheet
2	General Fund
3	Month to Month

# Wellness Ridge

**Community Development District** 

## **Combined Balance Sheet**

July 31, 2022

	C	General Fund
Assets:		
Due from Developer	\$	20,000
Total Assets	\$	20,000
Liabilities:		
Accounts Payable	\$	12,883
Total Liabilites	\$	12,883
Fund Balance:		
Unassigned	\$	7,117
Total Fund Balances	\$	7,117
Total Liabilities & Fund Balance	\$	20,000

# Wellness Ridge

## **Community Development District**

### **General Fund**

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

For The Period Ending July 31, 2022

	Р	roposed	Pror	ated Budget		Actual	
		Budget	Tha	07/31/22	Thry	07/31/22	 Variance
Revenues:							
Developer Contributions	\$	52,926	\$	20,000	\$	20,000	\$
Total Revenues	\$	52,926	\$	20,000	\$	20,000	\$
Expenditures:							
General & Administrative:							
Supervisor Fees	\$	4,000	\$	2,000	\$	-	\$ 2,000
FICA Expenditures	\$	306	\$	153	\$	-	\$ 153
Engineering	\$	5,000	\$	2,500	\$	-	\$ 2,500
Attorney	\$	8,333	\$	4,167	\$	4,598	\$ (431
Management Fees	\$	13,333	\$	6,667	\$	5,889	\$ 778
Information Technology	\$	600	\$	300	\$	-	\$ 300
Website Maintenance	\$	2,150	\$	1,075	\$	-	\$ 1,075
Telephone	\$	100	\$	50	\$	-	\$ 50
Postage & Delivery	\$	500	\$	250	\$	5	\$ 245
Insurance	\$	5,000	\$	5,000	\$	1,575	\$ 3,425
Printing & Binding	\$	500	\$	250	\$	79	\$ 171
Legal Advertising	\$	10,000	\$	5,000	\$	637	\$ 4,363
Other Current Charges	\$	2,500	\$	1,250	\$		\$ 1,250
Office Supplies	\$	208	\$	104	\$	0	\$ 104
Travel Per Diem	\$	220	\$	110	\$	-	\$ 110
Dues, Licenses & Subscriptions	\$	175	\$	175	\$	100	\$ 75
Total Expenditures	\$	52,926	\$	29,051	\$	12,883	\$ 16,168
Excess (Deficiency) of Revenues over Expenditures	\$				s	7,117	
Fund Balance - Beginning	\$	a Court		철회 승규.	\$		33.72
Fund Balance - Ending	\$	-			\$	7.117	

Wellness Ridge Community Development District Month to Month

	Gt		Nov	Dec	in the second se		Peb	March	April	May		June	July .	Aug	Sept	Total	
Revenues:																	
Developer Contributions	\$	<b>s</b> %	<del>67</del> .!!		<del>69</del>	\$	۰ ۲	49 ,	•	44	<del>نه</del> ۱	20,000 \$	<del>69</del> (0-1	<del>63</del>	15	\$ 20,0	20,000
Total Revenues	s	. 5	in:	*	S	s .	5	•		5	s .	20,000 \$	. 5	s .		\$ 20,0	20,000
Expenditures:																	
<u>General &amp; Administrative:</u>																	
Supervisor Fees	63	<del>69</del> 1	49 1	,	ŝ	<del>ہ</del> ۱	<del>ده</del> ۱	•	1	مە	6A 1	<b>\$</b> 2	*** '	<del>ن</del> ې ۱		44	,
FICA Expenditures	<del>61</del>	\$	<del>ري</del> ۱	'	\$3	<del>نه</del> ۱	<del>69</del> 1	49 1	1	44	s	- 49	• <del>• •</del>	1	1		ŧ
Engineering	\$	\$	6 <del>0</del> 1	'	÷A	<del>53</del> 1	<b>1</b>	<del>69</del> 1	1	44	\$ <b>5</b> 1	•	65 1	<del>ن</del> ه ۱	1	44	
Attorney	<del>69</del>	6A 1	49 1		\$	<del>67</del> 1	69 1	÷A 1	1	\$	451 \$	2,687 \$	1,460 \$	, ,		\$ 4,5	4,598
Management Fees	\$	₩ '	•		\$	¢r '	4 <del>9</del> 1	1	1	64	₩9 1	2,556 \$	3,333 \$	64 1	•	\$ 5,5	5,889
Information Technology	\$	₩A 1	69 1	'	63	*1 '	••	<del>نه</del> ۱	1	{ <del>0</del>	\$	697 1	<del>кл</del> 1	<del>ري</del> ۱	1	64	
Website Maintenance	\$	<b>€</b> 9 ∙	\$ •		\$7	<b>\$</b> 7 1	4 <b>4</b>	49: 1	1	4	₩9 1	<del>60</del> '	۶÷	64) 1	1	<i>د</i> م	
Telephone	\$	<del>ده</del> •	<del>ر</del> ي ۱	'	67	<b>6</b> 2 1	•• •	ч <del>9</del> 1	41	÷8	€9 1	\$ '	•*	•	ł	44	
Postage & Delivery	\$	<del>دی</del> ۱	69 1		\$	40 1	1	<del>ري</del> ۱	1	**	۰ ۲	<del>44</del> 1	ŝ	69. 1		44	ы
Insurance	\$	₩7 1	1 1	•	69	••• •	<del>نہ</del> ۱	6 <del>9</del> 1	97 I	645	\$	1,575 \$	69 1	69 1		\$ 1,5	1,575
Printing & Binding	69	69 •	•• '	1	ŝ	<del>نه</del> ۱	¢.	69 1	1	40	\$	49: 1	262	i 1	,	6	79
Legal Advertising	s	, S	<del>به</del> ۱	'	\$	<del>ده</del> ۱	69 1	•	1	44	\$	637 \$	49 1	<del>به</del> ۱		ب مر	637
Other Current Charges	s	69 1	<del>60</del> 1		44	\$ <del>5</del> 1	s '	•	1	44	\$	•	69 1	<del>دی</del> ۱	,	4	
Office Supplies	ŝ	69 1	<del>دی</del> ۱	'	64	69 1	59 1	•	1	44	\$	6 <del>9</del> 1	0	6 <del>2</del> 1	1	44	0
Travel Per Diem	Ş	67 1	6 <del>7</del> 1	'	<del>60</del>	69 1	\$ '	\$ <del>7</del>	1	10	دی ∙	<del>сл</del> 1	<del>69</del> ,	\$ <del>)</del>		44	
Dues, Lloenses & Subscriptions	69	67 1	699 1	'	64	693 1	• •	<del>69</del> 1			<del>69</del> 1	100 \$	<del>67</del> '	ι ι	1		100
Total Expenditures	s		- 5		s	s .	5.	s .		\$ 4	451 \$	7,555 \$	4,877 \$	s .		\$ 12,8	12,883
Excess Revenues (Expenditures)	\$	14. 5	1 1		~	. 5	. 5	s .	5		(451) 5	12,445 \$	(4,877) \$	s .		17.1	7,117

# SECTION 2

Wellness Ridge Community Development District

Fiscal Year 2022 Funding Request #2 August 2. 2022

lill to:	Lennar		August 2, 2022
		G	eneral Fund FY2022
1	Department of Economic Opportunity		
	Invoice #85668 - Special District Fee FY2022	\$	100.00
2	Governmental Management Services - Central Florida		
	Invoice #1 - Management Fees June 2022	\$	2,555.76
	Invoice #2 - Management Fees July 2022	\$	3,417.06
3	Latham, Luna, Eden & Beaudine LLP		
	Invoice #104097 - General Counsel May 2022	\$	451.00
	Invoice #104770 - General Counsel June 2022	\$	2,687.24
4	Rob Bonin		
	Supervisor Fees - Board of Supervisors Meeting 06/08/22	\$	215.30
	Supervisor Fees - Board of Supervisors Meeting 07/27/22	\$	215.30
5	Adam Morgan		
	Supervisor Fees - Board of Supervisors Meeting 06/08/22	\$	215.30
	Supervisor Fees - Board of Supervisors Meeting 07/27/22	\$	215.30
6	Lane Register		
	Supervisor Fees - Board of Supervisors Meeting 06/08/22	\$	215.30
	Supervisor Fees - Board of Supervisors Meeting 07/27/22	\$	215.30
7	Brent Kewley		
	Supervisor Fees - Board of Supervisors Meeting 06/08/22	\$	215.30
	Supervisor Fees - Board of Supervisors Meeting 07/27/22	\$	215.30

Total:	\$ 10,933.46

Please make check payable to:

Wellness Ridge Community Development District 6200 Lee Vista Blvd, Suite 300 Orlando, FL 32822

Florida Required by	Department of Economic FY 2021/2022 Spections 189.064 and 189.018	Opportunity, Special District Fee Invoice and L Florida Statutes, and Chapter	rict Accountability Program Ipdate Form 73C-24, Florida Administrative Code
Involce No.: 85668 Annual Fee: \$100.00	1-4-		Date Invoiced: 06/22/202
	Late Fee: \$0.00	Received: \$0.00	Total Due, Postmarked by 08/21/2022: \$100.0
STEP 1: Review the following 1. Special District's Name, Re			dete:
Weilness Ride	e Community Developme	nt District	FLORIDA DEPARTMENT
Ms. Jan Albane		and Bright (MF	ECONOMIC OPPORTUNITY
	Eden and Beaudine, LLP		
	nge Avenue, Suite 1400		
Orlando, FL 32			
2. Telephone:	(407) 481-5800		
3. Fax:	(407) 481-5801		
4. Email:	jcarpenter@lathamlu	na.com	
5. Status:	independent		
6. Governing Body:	Elected	<b>T</b>	CEIVED
7. Website Address:	www.wellnessridgeca	id.com	
8. County(les):	Lake		NUL 01 2022
9. Function(s):	Community Develop	ment	of the loss of the second seco
10. Boundary Map on File:	06/21/2022		
11. Creation Document on File	·: 06/21/2022		
12. Date Established:	05/10/2022		
13. Creation Method:	Local Ordinance		
4. Local Governing Authority			
15. Creation Document(s):	City Ordinance 2022-		
6. Statutory Authority:	Chapter 190, Florida	Statutes	
17. Authority to issue Bonds: 18. Revenue Source(s):	Yes		
IS. Nost Recent Update:	Assessments 06/22/2022		
do hereby certify that the Inform		oecessary is accurate and co	mplete as of this date
Registered Agent's Signature:		Date	and the second
STEP 2: Pay the annual fee or o	ertify eligibility for the zero fee		- lefe (fears
a. Pay the Annual Fee: Pa	ay the annual fee optine by foll		Floridajobs.org/SpecialDistrictFee or by check
payable to the Departme	nt of Economic opportunity,		
		of the following items. I, the ebo	we signed registered agent, do hereby
certify that to the best of r	ny knowledge and ballof. ALL	of the following statements	algined registered agent, do nereby
hereto ere true, correct e	emplete, and made is eventful	or the following statements cor	lained herein and on any attachments
inereto are tude, correct, c	omplete, and made in good tai	th as of this date. I understand	that any information I give may be verified.
1 This special district	and its Certified Public Account	ntant determined the special di	strict is not a component unit of a local
general-purpose go	vernment.		
2 This special district	is in compliance with the repo	rting requirements of the Depar	tment of Financial Services
3 This special district	reported \$3,000 or less in ann	ual revenues to the Denartmen	it of Financial Services on its Fiscal Year
2019/2020 Annual	Financial Report (if created sin	ce then, attach an income state	ement verifying \$3,000 or less in revenues).
Pepartment Use Only: Approved	Denied: Denied	ev mon, ander an income state	ament ventying 33,000 or 1985 in revenues).
epartment Use Only: Approved	reason:		
TEP 3: Make a copy of this for			
I EF 4: Mail this form and payn	to the the terminal by the the	Department of Economic Oppo	ortunity, Bureau of Budget Management,
107 E. Madison Street,	MSC 120, Taliahassee, FL 32	399-4124. Direct any question	s to (850) 717-8430.

### GMS-Central Florida, LLC 1001 Bradford Way

Kingston, TN 37763

# Invoice

Invoice #: 1 Invoice Date: 6/1/22 Due Date: 6/1/22 Case: P.O. Number:

Bill To: Wellness Ridge CDD

# RECEIVED

JUN 232022

Description	Hours/Qty	Rate	Amount
/lanagement Fees - (Prorated June 8 - June 30, 2022)		2,555.76	2,555.7
	Total		\$2,555.76
	Payment	s/Credits	\$0.00
	Balance	Due	\$2,555.76

### **GMS-Central Florida, LLC** 1001 Bradford Way Kingston, TN 37763

# Invoice

Invoice #: 2 Invoice Date: 7/1/22 Due Date: 7/1/22 Case: P.O. Number:

Bill To: Wellness Ridge CDD

Description	Hours/Qty	Rate	Amount
Management Fees - July 2022 Office Supplies Postage Copies		3,333.33 0.33 4.65 78.75	3,333.33 0.33 4.65 78.75
	Total		\$3,417.06
	Payment	s/Credits	\$0.00
	Balance	Due	\$3,417.06



201 S. ORANGE AVE, STE 1400 POST OFFICE BOX 3353 ORLANDO, FLORIDA 32801

June 14, 2022

Invoice #: 104097 Federal ID #:59-3366512

Wellness Ridge CDD 219 East Livingston Street Orlando, FL 32801

# JUN 1 5 2022

**Previous Balance** 

**Total Due** 

\$0.00

\$451.00

Matter ID: 10080-001

**General Matters** 

5/5/2022	KET	Email correspondence to the district engineer regarding testimony.	0.10	\$28.50
5/6/2022 KET Email correspondence with City of Clermont regarding public hearing for establishmen and prepared for same.			\$171.00	
5/19/2022	JAC	Emails with District Manager and Bond Counsel regarding preparation for organizational meeting	0.20	\$79.00
5/19/2022	jms	Review and send for recording Ordinance establishing District	0.20	\$25.00
5/20/2022 JAC Emails regarding organizational meeting and engineers report		0.20	\$79.00	
Total Profes	sional s	Services:	1.30	\$382.50
For Disburs	ements	Incurred:		
5/27/2022		Payment Disbursement: Simplifile e-recording of Order in Lake County, FL on May 19, 2022		\$68.50
Total Disbu	rsement	s Incurred:	-	\$68.50
			Total	\$451.00



201 S. ORANGE AVE, STE 1400 POST OFFICE BOX 3353 ORLANDO, FLORIDA 32801

July 11, 2022

Invoice #: 104770 Federal ID #:59-3366512

Wellness Ridge CDD 219 East Livingston Street Orlando, FL 32801

Matter ID: 10080-001

### **General Matters**

6/2/2022	KET	Email correspondence with District Engineer requested by City of Clermont on the Establishment Petition	0.20	\$57.00
6/7/2022	JAC	Multiple emails regarding organizational meeting and required reports and documents; telephone call with GMS	0.40	\$158.00
6/7/2022	KET	Review of all establishment materials and Resolutions in Agenda for upcoming Board of Supervisors' meeting.	1.20	\$342.00
6/8/2022	jms	Emails regarding upcoming meeting and agenda	0.10	\$12.50
6/8/2022	JEL	Attended Organizational Meeting [No Charge]; Updated info for Initial Public Facilities Report	0.80	\$228.00
6/8/2022	KET	Review of Agenda items. Attended Board of Supervisors' meeting. Preparation of task list.	3.90	\$1,111.50
6/9/2022	JEL	Drafted pre-filed testimony for District Manager and District Engineer	0.90	\$256.50
6/9/2022	jms	Emails regarding Notice of Establishment and recording of same	0.10	\$12.50
6/13/2022	KET	Follow-up with John Prowell regarding engineer's report. ; preparation of notice of public hearing for upcoming publication.	0.50	\$142.50
6/22/2022	JAC	Emails with DEO regarding establishment	0.20	\$79.00
6/23/2022	JEL	Completed initial public facilities report to City of Clermont	0.30	\$85.50
6/24/2022	JAC	emails with DEO regarding establishment issues	0.20	\$79.00
6/24/2022	jms	Emails regarding DEO form, had executed and sent via email to J. Ekruse and GMS	0.20	\$25.00
6/27/2022	jms	Prepared and sent Public Facilities Report package to City of Clermont	0.10	\$12.50
Total Profes	sional	Services:	9.10	\$2,601.50

6/16/2022	Payment Disbursement to Simplifile for e-recording of Notice in Lake County, FL on June 9, 2022	\$60.00
6/16/2022	Payment Disbursement to Kristen Trucco for travel to and from Organizational Meeting on June 8, 2022	\$25.74
Total Disbursem	ents Incurred:	\$85.74

 Total
 \$2,687.24

 Previous Balance
 \$451.00

 Total Due
 \$3,138.24

# Attendance Confirmation for BOARD OF SUPERVISORS

JUN 2 0 2022

**District Name:** 

Wellness Ridge CDD

**Board Meeting Date:** 

June 8, 2022

	Name	In Attendance Please $$	Fee Involved Yes / No
1	Rob Bonin		Yes / No (\$200)
2	Adam Morgan		Yes / No (\$2.00)
3	Lane Register		Yes No (\$2.00)
4	Brent Kewley		Yes/ No (\$2.40)
5	Amara Walker		Yes / No (\$ )

The supervisors present at the above referenced meeting should be compensated accordingly.

**Approved for Payment:** 

**District Manager Signature** 

6822 Date

**\*\*RETURN SIGNED DOCUMENT TO DISTRICT ACCOUNTANT\*\*** 



## **Attendance Confirmation** for **BOARD OF SUPERVISORS**

**District Name:** 

Wellness Ridge CDD

**Board Meeting Date:** 

July 27, 2022

	Name	In Attendance Please √	Fee Involved Yes / No
1	Rob Bonin		Yes (\$200)
2	Adam Morgan	<i></i>	Yes (\$200)
3	Lane Register		Yes (\$200)
4	Brent Kewley		Yes (\$200)
5	Amara Walker		Yes / No (\$ )

The supervisors present at the above referenced meeting should be compensated accordingly.

**Approved for Payment:** 

District Manager Signature

7 27 22 Date

**\*\*RETURN SIGNED DOCUMENT TO DISTRICT ACCOUNTANT\*\*** 

# **SECTION 3**

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### BOARD OF SUPERVISORS MEETING DATES WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2023

The Board of Supervisors of the Wellness Ridge Community Development District will hold their regular meetings for the remainder of Fiscal Year 2023 at 10:30 a.m., at Cooper Memorial Library, 2525 Oakley Seaver Drive, Clermont, FL 34711, on the fourth Wednesday of the month, unless otherwise indicated, as follows:

October 26, 2022 November 23, 2022 (Day before Thanksgiving - Consider Cancelling/Rescheduling) December 28, 2022 (Week of Christmas - Consider Cancelling/Rescheduling) January 25, 2023 February 22, 2023 March 22, 2023 April 26, 2023 May 24, 2023 June 28, 2023 June 28, 2023 July 26, 2023 August 23, 2023 September 27, 2023

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from the District Manager, Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, FL 32801 or by calling (407) 841-5524.

There may be occasions when one or more Supervisors or staff will participate by speaker telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 841-5524 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

> George S. Flint District Manager Governmental Management Services – Central Florida, LLC