

*Wellness Ridge
Community Development District*

Agenda

February 22, 2023

AGENDA

Wellness Ridge

Community Development District

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

February 15, 2023

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, February 22, 2023 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 January 25, 2023 Board of Supervisors Meeting and Acceptance of the Minutes of the January 25, 2023 Audit Committee Meeting
4. Consideration of Uniform Collection Agreement with Lake County Tax Collector
5. Consideration of Resolution 2023-04 Ratifying the Conveyance of Real Property and Improvements
6. Consideration of Resolution 2023-05 Authorizing Use of Electronic Documents and Signatures
7. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
 - iii. Ratification of Funding Request #4
8. Other Business
 - A. Discussion of Pending Plat Conveyances
 - B. Status of Permit Transfers
9. Supervisor's Requests
10. Adjournment

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'G. S. Flint', with a stylized, cursive-like script.

George S. Flint
District Manager

Cc: Jan Carpenter, District Counsel
John Powell, District Engineer

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, January 25, 2023 at 10:33 a.m. at the Cooper Memorial Library, 2525 Oakley Seaver Drive, Clermont, Florida.

Present and constituting a quorum were:

Adam Morgan	Chairman
Rob Bonin	Vice Chairman
Brent Kewley	Assistant Secretary
Lane Register <i>joined late</i>	Assistant Secretary
Christopher Forbes <i>joined late</i>	Assistant Secretary

Also present were:

George Flint	District Manager
Jay Lazarovich	District Counsel
John Prowell <i>by phone</i>	District Engineer

FIRST ORDER OF BUSINESS

Roll Call

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

Approval of Minutes of the November 16, 2022 Meeting

Mr. Flint: Are there any comments, corrections, or changes to the November 16, 2022 meeting minutes? Hearing none,

On MOTION by Mr. Morgan seconded by Mr. Kewley with all in favor the minutes of the November 16, 2022 meeting were approved as presented.

FOURTH ORDER OF BUSINESS

**Acceptance of Audit Committee
Recommendation and Selection of No. 1**

**Ranked Firm to Provide Auditing Services for
Fiscal Year 2023**

Mr. Flint: The Board met as the Audit Committee just prior to this meeting and reviewed and ranked the two responses received and ranked Grau & Associates as #1.

On MOTION by Mr. Morgan seconded by Mr. Kewley with all in favor the recommendation of the Audit Committee of Grau & Associates as the #1 ranked firm was accepted.

FIFTH ORDER OF BUSINESS

**Consideration of Non-Ad Valorem
Assessment Agreements**

- A. Nondisclosure Agreement for Information Exempt from Public Disclosure with Lake County Property Appraiser**
- B. Uniform Collection Agreement with Lake County Property Appraiser**

Mr. Flint: This agreement with the Lake County property appraiser allows us to use the tax bill to collect the operating and maintenance and debt assessments. By statute we are obligated to enter into an agreement with the property appraiser to use the tax bill. The first agreement describes the nature of that relationship and how they get paid and the second one is a non-disclosure agreement that indicates that any information they provide us that is confidential under the statute we will not disclose to the public.

On MOTION by Mr. Morgan seconded by Mr. Kewley with all in favor the Uniform Collection Agreement and the Non-Disclosure Agreement with Lake County property appraiser were approved.

SIXTH ORDER OF BUSINESS

**Ratification of Lighting Agreement with Duke
Energy for Wellness Way and Wellness Ridge
Ph1A**

Mr. Flint: The streetlights will be part of the cost that the District will be funding and we are asking the Board to ratify these lighting agreements.

Mr. Register and Mr. Forbes joined the meeting at this time.

On MOTION by Mr. Morgan seconded by Mr. Kewley with all in favor the lighting agreement with Duke Energy for Wellness Way and Wellness Ridge Ph1A was ratified.

SEVENTH ORDER OF BUSINESS

Discussion of Pending Plat Conveyance

Mr. Bonin: We have got to get these ponds turned over to the CDD. We need to get them conveyed by separate instrument.

Mr. Lazarovich: Those are drafted, we just need two things cleared from title. There was a notice of commencement and we need a partial release of a mortgage.

Mr. Bonin: It is not a mortgage. We will get that done. There is no landscape material installed. The key is getting the pond bottoms disked and mowing the pond banks.

EIGHTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Lazarovich: The direct purchase of materials agreement is still in the works. We have been able to confirm that the CDD can enter into such an agreement. Jan or Kristen will be reaching out today to discuss that further.

B. Engineer

There being none, the next item followed.

C. District Manager's Report

i. Approval of Check Register

Mr. Flint presented the check register from November 1, 2022 through December 31, 2022 in the amount of \$6,082.00.

On MOTION by Mr. Morgan seconded by Mr. Kewley with all in favor the check register was approved.

ii. Balance Sheet and Income Statement

A copy of the financials was included in the agenda package. No Board action was required.

iii. Ratification of Funding Requests 2 & 3

On MOTION by Mr. Morgan seconded by Mr. Kewley with all in favor funding requests 2 & 3 were ratified.

NINTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

TENTH ORDER OF BUSINESS

Supervisor's Requests

There being none, the next item followed.

ELEVENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Morgan seconded by Mr. Register with all in favor the meeting adjourned at 10:48 a.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

MINUTES OF MEETING
WELLNESS RIDGE
COMMUNITY DEVELOPMENT DISTRICT

The Wellness Ridge Community Development District Audit Committee met Wednesday, January 25, 2023 at 10:30 a.m. at the Cooper Memorial Library, 2525 Oakley Seaver Drive, Clermont, Florida.

Present were:

Adam Morgan
Rob Bonin
Brent Kewley
George Flint
Jay Lazarovich
John Prowell *by phone*

FIRST ORDER OF BUSINESS

Roll Call

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

**Approval of Minutes of the November 16,
2022 Audit Committee Meeting**

Mr. Flint: Are there any changes or corrections to the November 16, 2022 Audit Committee meeting minutes? Hearing none,

On MOTION by Mr. Morgan seconded by Mr. Kewley with all in favor the minutes of the November 16, 2022 Audit Committee meeting were approved as presented.

FOURTH ORDER OF BUSINESS

**Tally of Audit Committee Member Rankings
and Selection of Auditor**

Mr. Flint: Previously the Audit Committee met and approved the form of the RFP, the notice and selection criteria. We advertised the RFP and mailed it to a handful of audit firms that typically do CDD audits. We received two responses, one from DiBartolomeo McBee Hartley and Barnes and one from Grau & Associates. We provided you with a scoring sheet with the ranking

criteria and the weighting of each of those. Mr. Morgan has provided me his scoring sheet ranking both firms the same with 20 points on everything, but price and price was differentiated with 10 for DiBartolomeo and 20 for Grau so his scoring has 100 points for Grau and 90 points for DiBartolomeo. Did any of the other committee members prepare the scoring or if you are comfortable with Adam's ranking you could approve it as a consensus ranking of the committee.

On MOTION by Mr. Kewley seconded by Mr. Bonin with all in favor Grau & Associates was ranked no. 1 with 100 points and DiBartolomeo was ranked no. 2 with 90 points.

FIFTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Morgan seconded by Mr. Kewley with all in favor the meeting adjourned at 10:32 a.m.

SECTION IV

UNIFORM COLLECTION AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____ 2023, by and between the WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT ("District"), whose address is 219 E. Livingston Street, Orlando, FL 32801, and Honorable David W. Jordan, in his capacity as the Lake County Tax Collector, ("Tax Collector"), whose address is Lake County Tax Collector's Office, 320 W. Main Street, Tavares, Florida 32778.

SECTION I: Findings and Determinations.

The parties find and determine:

1. The District, pursuant to the provisions of Chapter 190, Florida Statutes, is authorized to impose and levy, and by appropriate resolution (Resolution 2022-17) has expressed its intent to use the statutory uniform methodology of collection for certain non-ad valorem assessments which include benefit and maintenance assessments and assessments for the acquisition, construction, or reconstruction of assessable improvements, as authorized by constitutional and statutory home rule and by Section 197.3632, Florida Statutes, and Rule 12D-18, Florida Administrative Code.
2. The term "Assessment" means those certain levies by the District, which purport to constitute non-ad valorem special assessments for the purpose of paying principal and interest on any and all of its indebtedness and for the purpose of paying the cost of operating and maintaining its assessable improvements. A non-ad valorem special assessment is lienable under Section 4, Article X, Florida Constitution, if it results in a special benefit peculiar to the parcels of property involved, over and above general community benefit, as a result of a logical connection to the property involved from the system, facility and service provided by the District and if it is apportioned to the property fairly and reasonably.
3. The uniform statutory collection methodology is provided in Section 197.3632, Florida Statutes, and Rule 12D-18, Florida Administrative Code ("uniform methodology"), with its enforcement provisions, including the use of tax certificates and tax deeds for enforcing against any delinquencies.
4. The uniform methodology is more fair to the delinquent property owner than traditional lien foreclosure methodology.
5. The uniform methodology provides for more efficiency of collection by virtue of the Assessment being on the official tax notice issued by the Tax Collector, which will produce positive economic benefits to the District and its citizens and taxpayers.
6. The uniform methodology, through use of the official tax notice, will tend to eliminate confusion and promote local government accountability.

7. The Tax Collector, as the state constitutional officer for the Lake County political subdivision, is charged by general law in Chapter 197, Florida Statutes, and related rules and regulations to function as the agent of the Florida Department of Revenue for purposes of the uniform methodology for the Assessment.

8. The sole and exclusive responsibility to determine, impose and levy the Assessment and to determine that it is a legal, constitutional and lienable non-ad valorem special assessment is that of the District and no other person, entity or officer.

SECTION II: General.

1. Section 2, Article VIII, Florida Constitution; Section 166.021, Florida Statutes; Sections 197.3631, 3632 and 3635, Florida Statutes; Rule 12D-18, Florida Administrative Code, and all other applicable provisions of constitutional and statutory law govern the exercise by the District of its local self-government power to render and pay for municipal services.

2. Section 1(d), Article VIII, Florida Constitution; Chapter 197, Florida Statutes; Rule 12D-13, Florida Administrative Code; Rule 12D-18, Florida Administrative Code, and other applicable provisions of constitutional and statutory law apply to the Tax Collector in his capacity as a state constitutional county officer and agent of the Florida Department of Revenue for the purpose of collecting and enforcing the collection of non-ad valorem special assessments levied by the District, an independent special district.

3. Section 197.3631, Florida Statutes, constitutes supplemental authority for the District to levy non-ad valorem assessments including such non-ad valorem special assessments as the Assessment for paying principal and interest on any and all its indebtedness and for the purpose of paying the cost of operating and maintaining its assessable improvements.

4. Section 197.3632, Florida Statutes, and Rule 12D-18, Florida Administrative Code, have provisions that apply both to the District and to the Tax Collector in and for Lake County, as well as the Department of Revenue.

SECTION III: Purpose.

The purpose of this Agreement under Rule 12D-18, Florida Administrative Code, is to establish the terms and conditions under which the Tax Collector shall collect and enforce the collection of certain non-ad valorem special assessments, the Assessment, levied by the District to include compensation by the District to the Tax Collector for the cost of collection pursuant to Section 197.3632(8)(c), Florida Statutes and payment by the District of any costs involved in separate mailings because of non-merger of any non-ad valorem special assessment roll as certified by the District or its designee, pursuant to Section 197.3632(7), Florida Statutes; and reimbursement by the District for necessary administrative costs, including, but not limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage and programming which

attend all of the collection and enforcement duties imposed upon the Tax Collector by the uniform methodology, as provided in section 197.3632(2), Florida Statutes.

SECTION IV: Term.

The term of this Agreement shall commence upon execution, effective for the 2023 tax notice purposes, and shall continue and extend uninterrupted from year-to-year, automatically renewed for successive periods not to exceed one (1) year each, unless the District shall inform the Tax Collector, as well as the Property Appraiser and the Department of Revenue by January 10 of each calendar year, if the District intends to discontinue to use the uniform methodology for such Assessment pursuant to Section 197.3632(6), Florida Statutes, and Rule 12D-18.006(3), Florida Administrative Code, using Form DR-412 promulgated by the Florida Department of Revenue. Either party may terminate this Agreement for convenience with thirty (30) days written notice to the other parties.

SECTION V: Duties and Responsibilities of the District.

The District agrees, covenants and contracts to:

1. Provide the Tax Collector with a certified copy of the Resolution expressing the intent to utilize the uniform method, a copy of the newspaper advertisement, and a certification of proof of publication.
2. Compensate the Tax Collector for the actual costs of collection, not to exceed two (2) percent, on the amount of the Assessment collected under the uniform methodology, pursuant to Sections 197.3632(8)(c), 192.091(2)(b)2, Florida Statutes, and 12D-18.004(2), Florida Administrative Code.
3. To pay for or alternatively to reimburse the Tax Collector for any separate tax notice necessitated by the inability of the Tax Collector to merge the non-ad valorem special assessment roll certified by the District pursuant to Section 197.3632(7), Florida Statutes, and Rule 12D-18.004(2), Florida Administrative Code.
4. The District shall be directly responsible for any requirements and costs associated with advertising relating to implementation of the uniform non-ad valorem special assessment law pursuant to Sections 197.3632 and 197.3635, Florida Statutes, and Rule 12D-18.004(2), Florida Administrative Code.
5. By September 15 of each calendar year, the District shall certify, using DR Form 408A, to the Tax Collector the non-ad valorem special assessment roll on compatible electronic medium, tied to the property parcel identification number and otherwise in conformance with the ad valorem tax rolls submitted by the Property Appraiser in July to the Department of Revenue. The District or its agent on behalf of the District shall post the non-ad valorem special assessment for each parcel on the said non-ad valorem special assessment roll and shall exercise its responsibility that such non-ad valorem special

assessment roll be free of errors and omissions. Section 197.3632(5), Florida Statutes, and Rule 12D-18.006, Florida Administrative Code.

6. The District agrees to abide by and implement its duties in connection with or related to the uniform methodology pursuant to all the provisions of Sections 197.3632 and 197.3635, Florida Statutes, or its successor of statutory provisions and all applicable State and Federal laws, regulations and rules.

7. The District acknowledges that the Tax Collector has no duty, authority or responsibility in the imposition and levy of any non-ad valorem special assessments, including the District's Assessment and that it is the sole responsibility and duty of the District to follow all procedural and substantive requirements for the levy and imposition of constitutionally lienable non-ad valorem special assessments, including the Assessment.

SECTION VI: Duties of the Tax Collector.

1. The Tax Collector shall merge timely the legally certified Assessment roll of the District with all non-ad valorem special assessment rolls, merge said rolls with the tax roll, prepare a collection roll and prepare a combined notice (the tax notice) for both ad valorem taxes and non-ad valorem special assessments for all levying authorities (all the local governments) within the county political subdivision, pursuant to sections 197.3632 and 197.3635, Florida Statutes, and its successor provisions and any applicable rules, and their successor rules, promulgated by the Department of Revenue, and in accordance with any specific ordinances or resolutions adopted by the District, so long as said ordinances and resolutions shall themselves each and every one clearly state intent to use the uniform method for collecting such assessments and so long as they are further not inconsistent with, or contrary to, the provisions of sections 197.3632 and 197.3635, Florida Statutes, and their successor provisions, and any applicable rules.

2. The Tax Collector shall collect the Assessments of the District as certified by the Chairman of the District Board of Supervisors, or his or her designee, to the Tax Collector no later than September 15 of each calendar year on compatible electronic medium, tied to the property identification number for each parcel, and in the format used in July by the Property Appraiser for the ad valorem rolls submitted to the Department of Revenue, using DR Form 408A, and free of errors and omissions.

3. The Tax Collector agrees to cooperate with the District in implementation of the uniform methodology for collecting Assessments pursuant to sections 197.3632 and 197.3635, Florida Statutes, and any successor provisions and applicable rules. The Tax Collector shall not accept any non-ad valorem special assessment roll for the "Assessments" of the District that is not officially, timely and legally certified to the Tax Collector pursuant to Chapter 197, Florida Statutes, and Rule 12D-18, Florida Administrative Code.

4. If the Tax Collector discovers errors or omissions on such roll, the Tax Collector may request the District to file a corrected roll or a correction of the amount of any assessment and the District shall bear the cost of any such error or omission.

5. If the Tax Collector determines that a separate mailing is authorized pursuant to section 197.3632(7), Florida Statutes, and any applicable State laws, regulations and rules, and any successor provision to said laws, regulations or rules, the Tax Collector shall either mail a separate notice of the particular non-ad valorem special assessment or shall direct the District to mail such a separate notice. In making this decision, the Tax Collector shall consider all costs to the District and to the taxpayers of such a separate mailing as well as the adverse effect to the taxpayers of delay in multiple notices. Tax Collector shall have sole discretion in making such decision. If such a separate mailing is affected, the District shall bear all costs associated with the separate notice for the non-ad valorem special assessment that could not be merged, upon timely billing by the Tax Collector.

SECTION VII: Miscellaneous Provisions.

1. The parties shall perform all their obligations under this Agreement in accordance with good faith and prudent practice.

2. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and may not be amended, modified or rescinded unless otherwise provided in this Agreement, except in writing and signed by all the parties hereto. Should any provision of this Agreement be declared to be invalid, the remaining provisions of this Agreement shall remain in full force and effect, unless such provision is found to be invalid, altering substantially the benefits of the Agreement for either of the parties or rendering the statutory and regulatory obligations unperformable.

3. This Agreement shall be governed by the laws of the State of Florida.

4. In the event that either party retains an attorney relating to a dispute between the parties to this Agreement, the prevailing party shall be entitled to collect from the non-prevailing party, all attorney's fees and costs incurred in connection therewith (including all levels of appeal, administrative proceedings and alternative dispute resolution proceedings).

5. Any written notice associated with this Agreement shall be given to the parties at the following addresses or such other place or person as each of the parties shall designate by similar notice:

a. As to the Tax Collector:

David W. Jordan
Lake County Tax Collector
320 West Main Street
P.O. Box 327

Tavares, Florida 32778

b. As to the District:

Wellness Ridge Community Development District
219 E. Livingston Street
Orlando, FL 32801

IN WITNESS WHEREOF, the parties hereunto have made and executed this Agreement on the respective dates under each signature: WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT through its BOARD OF SUPERVISORS, signing by and through its Chairman, on ____ of _____, 2023, and David W. Jordan, Lake County Tax Collector, duly authorized to execute same.

ATTEST:

DAVID W. JORDAN, LAKE COUNTY
TAX COLLECTOR

Christina Hasley

By: _____
David W. Jordan

Date: _____

ATTEST:

WELLNESS RIDGE COMMUNITY
DEVELOPMENT DISTRICT

District Manager

By: _____
Chairman

Date: _____

SECTION V

RESOLUTION 2023-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT RATIFYING THE CONVEYNACE OF REAL PROPERTY AND INFRASTRUCTURE IMPROVEMENTS FROM LSMA WELLNESS, LLC TO THE DISTRICT; AUTHORIZING DISTRICT STAFF AND THE CHAIRMAN TO REVIEW, EXECUTE AND ACCEPT ALL DOCUMENTS TO EFFECTUATE SUCH CONVEYANCE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Wellness Ridge Community Development District (the “District”) is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “Act”), for the purpose of, among other things, financing and managing the acquisition, construction, maintenance and operation of certain infrastructure within and without the boundaries of the premises to be governed by the District; and

WHEREAS, the District has the authority, generally under the Act, and specifically under Section 190.012, *Florida Statutes*, to acquire real property and improvements for, among other things, the purposes of operating and maintaining systems, facilities, and basic infrastructure within the District; and

WHEREAS, the District has the authority, generally under Florida Law and the Act, and specifically under Section 190.011(7)(a), *Florida Statutes*, to acquire, dispose of any real property, dedications or platted reservations in any manner so long as it is in the best interest of the District; and

WHEREAS, LSMA Wellness, LLC, a Delaware limited liability company (hereinafter “LSMA”), has requested the approval and transfer by the District of real property and infrastructure improvements, as more particularly described in the Special Warranty Deed, Bill of Sale Absolute and Agreement, Agreement Regarding Taxes, Owner’s Affidavit and Certificate of District Engineer, attached hereto as **Exhibit “A”** (the “Conveyance Documents”), from LSMA to the District; and

WHEREAS, the District Counsel and the District Manager have reviewed the conveyances from LSMA, and the District Engineer has also reviewed the conveyances and has provided a Certificate of District Engineer for each conveyance, attached hereto as part of **Exhibit “A,”** to evidence compliance with the requirements of the District for accepting the conveyances.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the District (the “Board”), as follows:

1. **Incorporation of Recitals.** The above recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

2. Ratification of Acquisition and Transfer of the Real Property and Improvements. The Board hereby ratifies the transfer and acceptance of the infrastructure improvements described in **Exhibit “A,”** to the District and approves and accepts the documents evidencing such conveyances in **Exhibit “A.”**

3. Authorization of District Staff. The Chairman, the Vice Chairman, the Secretary, any Assistant Secretary and the District Manager of the District, and any authorized designee thereof (collectively, the "District Officers"), District Counsel, and the District Engineer are hereby authorized and directed to take all actions necessary or desirable in connection with the conveyance of the real property and improvements described in **Exhibit “A,”** and all transactions in connection therewith. The District Officers are hereby authorized and directed to execute all necessary or desirable certificates, documents, papers, and agreements necessary to the undertaking and fulfillment of all transactions contemplated by this Resolution.

4. Ratification of Prior Actions. All actions taken to date by the District Officers, District Manager, District Counsel, District Engineer, are hereby ratified and authorized on behalf of the District.

5. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

6. Effective Date. This Resolution shall take effect immediately upon its adoption.

[Continues on the Following Pages]

PASSED in public meeting of the Board of Supervisors of the Wellness Ridge Community Development District, this __ day of _____, 2023.

**WELLNESS RIDGE COMMUNITY
DEVELOPMENT DISTRICT**, a Florida
community development district

Attest:

Print: _____
Secretary/Asst. Secretary

By: _____
Name: _____
Title: _____

EXHIBIT “A”

CONVEYANCE DOCUMENTS

1. Special Warranty Deed between LSMA Wellness, LLC and the Wellness Ridge Community Development District;
2. Bill of Sale Absolute and Agreement between LSMA Wellness, LLC and the Wellness Ridge Community Development District;
3. Owner’s Affidavit;
4. Agreement Regarding Taxes;
5. Certificate of District Engineer

**THIS INSTRUMENT PREPARED BY
AND TO BE RETURNED TO:**

Jan Albanese Carpenter, Esq.
Latham, Luna, Eden & Beaudine LLP
P.O. Box 3353
Orlando, Florida 32802

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made as of this _____ day of _____, 2023 by **LSMA WELLNESS, LLC**, a Delaware limited liability company (the “Grantor”), whose principal address is 251 Little Falls Drive, Wilmington, Delaware 19808, to **WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district created pursuant to Chapter 190, *Florida Statutes* (the “Grantee”), whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801.

(Whenever used herein the terms “Grantor” and “Grantee” include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

That the Grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Lake County, Florida, more particularly described as follows (the “Property”).

**SEE EXHIBIT “A” ATTACHED HERETO AND INCORPORATED HEREIN
BY REFERENCE.**

TOGETHER WITH all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor does hereby covenant with the Grantee that the Grantor is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Property; that the Grantor hereby specially warrants that title to the Property is free from all encumbrances except for restrictions, covenants, conditions, easements and other matters of record (provided, however, that reference thereto shall not serve to re-impose same) and taxes for the year 2023 and subsequent years, and that the Grantor will defend title to the Property against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed in its name, the day and year first above written.

Signed, sealed and delivered in our presence:

“GRANTOR”

LSMA WELLNESS, LLC, a Delaware limited liability company

(Signature)

(Print Name)

(Signature)

(Print Name)

By: _____
Print: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2023, by _____, as _____ of **LSMA WELLNESS, LLC**, a Delaware limited liability company, on behalf of the limited liability company. Said person is [] personally known to me or [] has produced _____ as identification.

(SEAL)

Notary Public; State of _____

Print Name: _____
Comm. Exp.: _____
Comm. No.: _____

EXHIBIT "A"

Description of the Property

Tract SW-2A1, according to the WELLNESS RIDGE PHASE 1-A plat, as recorded in Plat Book 78, Page 53, Public Records of Lake County, Florida.

Tract SW-2B, according to the WELLNESS RIDGE PHASE 1-A plat, as recorded in Plat Book 78, Page 53, Public Records of Lake County, Florida.

Tract OS-1, according to the WELLNESS RIDGE PHASE 1-A plat, as recorded in Plat Book 78, Page 53, Public Records of Lake County, Florida.

Tract OS-2, according to the WELLNESS RIDGE PHASE 1-A plat, as recorded in Plat Book 78, Page 53, Public Records of Lake County, Florida.

Tract OS-3, according to the WELLNESS RIDGE PHASE 1-A plat, as recorded in Plat Book 78, Page 53, Public Records of Lake County, Florida.

Tract OS-4, according to the WELLNESS RIDGE PHASE 1-A plat, as recorded in Plat Book 78, Page 53, Public Records of Lake County, Florida.

Tract OS-5, according to the WELLNESS RIDGE PHASE 1-A plat, as recorded in Plat Book 78, Page 53, Public Records of Lake County, Florida.

Tract LA-1, according to the WELLNESS RIDGE PHASE 1-A plat, as recorded in Plat Book 78, Page 53, Public Records of Lake County, Florida.

Tract LA-16, according to the WELLNESS RIDGE PHASE 1-A plat, as recorded in Plat Book 78, Page 53, Public Records of Lake County, Florida

Tract LA-17, according to the WELLNESS RIDGE PHASE 1-A plat, as recorded in Plat Book 78, Page 53, Public Records of Lake County, Florida

Tract LA-18, according to the WELLNESS RIDGE PHASE 1-A plat, as recorded in Plat Book 78, Page 53, Public Records of Lake County, Florida

Tract AL-1, according to the WELLNESS RIDGE PHASE 1-A plat, as recorded in Plat Book 78, Page 53, Public Records of Lake County, Florida

Tract AL-2, according to the WELLNESS RIDGE PHASE 1-A plat, as recorded in Plat Book 78, Page 53, Public Records of Lake County, Florida

Tract AL-3, according to the WELLNESS RIDGE PHASE 1-A plat, as recorded in Plat Book 78, Page 53, Public Records of Lake County, Florida

Tract AL-4, according to the WELLNESS RIDGE PHASE 1-A plat, as recorded in Plat Book 78, Page 53, Public Records of Lake County, Florida

Tract REC-11, according to the WELLNESS RIDGE PHASE 1-A plat, as recorded in Plat Book 78, Page 53, Public Records of Lake County, Florida

BILL OF SALE ABSOLUTE AND AGREEMENT
Wellness Ridge Community Development District

THIS BILL OF SALE ABSOLUTE AND AGREEMENT (“Agreement”) is made as of this _____ day of _____, 2023, by and between **WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT** (hereinafter referred to as the “District”), a Florida community development district created pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, and **LSMA WELLNESS, LLC**, a Delaware limited liability company (hereinafter referred to as “Developer”) whose address is 251 Little Falls Drive, Wilmington, Delaware 19808, and

RECITALS

WHEREAS, Developer owns certain improvements, equipment and personal property located within the boundaries of the District, and the extent, nature and location of such improvements and equipment is more fully set forth in Exhibit “A” attached hereto (collectively, the “Improvements”); and

WHEREAS, both Developer and the District find it to be in the best interest of both parties for the District to perpetually own, operate and maintain the Improvements, as the District may deem reasonable or appropriate, within its sole discretion, for the benefit of the District; and

WHEREAS, Developer desires to convey the Improvements to the District to allow such perpetual ownership, operation and maintenance, and the District desires to accept such ownership, operation and maintenance of the Improvements from the Developer.

NOW, THEREFORE, the parties hereto hereby agree to and acknowledge the following:

1. The above recitals are true and correct and are hereby incorporated into this Agreement by reference.
2. **KNOW ALL MEN BY THESE PRESENTS** that Developer, of the County of Lake and the State of Florida, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) lawful money of the United States, to it paid by the District, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver unto the District, its executors, administrators and assigns, and the District hereby accepts, all of Developer’s right, title and interest in and to the Improvements, to have and to hold the same unto the District, its executors, administrators and assigns forever.
3. All personal property described and conveyed herein is conveyed with all express or implied warranties of merchantability, fitness for use or other warranties not expressly stated herein, as applicable.
4. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All fully executed counterparts shall be construed together and shall constitute one and the same agreement.

[SIGNATURES ON FOLLOWING PAGE]

**COUNTERPART SIGNATURE PAGE TO BILL OF SALE
ABSOLUTE AND AGREEMENT**
Wellness Ridge Community Development District

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names, by their proper officer thereunto duly authorized, as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

LSMA WELLNESS, LLC,
a Delaware limited liability company

Witness

By: _____

Print: _____

Printed Name

Title: _____

Witness

Printed Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by _____, as _____ of **LSMA WELLNESS, LLC**, a Delaware limited liability company, on behalf of the limited liability company. Said person is ☐ personally known to me or ☐ has produced _____ as identification.

Notary Public; State of _____

(SEAL)

Print Name: _____

Comm. Exp.: _____

Comm. No.: _____

**COUNTERPART SIGNATURE PAGE TO BILL OF SALE
ABSOLUTE AND AGREEMENT
Wellness Ridge Community Development District**

**WELLNESS RIDGE COMMUNITY
DEVELOPMENT DISTRICT,**
a Florida community development district

ATTEST:

By: _____

By: _____
Secretary/Asst. Secretary

Print: Adam Morgan
Title: Chairman

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by Adam Morgan, as Chairman of the Board of Supervisors of the **WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district, on its behalf, and was attested to by _____ as the Secretary/Assistant Secretary of the **WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT**, on its behalf. Said person is ☐ personally known to me or ☐ has produced _____ as identification.

Notary Public; State of Florida

(SEAL)

Print Name: _____
Comm. Exp.: _____
Comm. No.: _____

EXHIBIT “A”

LIST AND DESCRIPTION OF IMPROVEMENTS & EQUIPMENT

1. Stormwater Management System
2. Internal Roadway Improvements
3. Landscaping/Hardscaping/Irrigation
4. Recreation Amenities
5. Professional Fees – Surveys, Plats and Plans

LOCATED ON THE FOLLOWING PROPERTY:

Tract SW-2A1, according to the WELLNESS RIDGE PHASE 1-A plat, as recorded in Plat Book 78, Page 53, Public Records of Lake County, Florida.

Tract SW-2B, according to the WELLNESS RIDGE PHASE 1-A plat, as recorded in Plat Book 78, Page 53, Public Records of Lake County, Florida.

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Tract REC-11, according to the WELLNESS RIDGE PHASE 1-A plat, as recorded in Plat Book 78, Page 53, Public Records of Lake County, Florida

OWNER'S AFFIDAVIT

Wellness Ridge Community Development District

STATE OF _____
COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared _____
("Affiant") as _____ of **LSMA Wellness, LLC**, a Delaware limited liability
company, whose principal address is 251 Little Falls Drive, Wilmington, Delaware 19808 (the
"Owner"), who being first duly sworn on oath says:

1. That Affiant knows of his own knowledge that the Owner is the fee simple title holder to certain lands located in Lake County, Florida (the "Property") and of certain infrastructure improvements on the Property (the "Improvements"), as more particularly described on Exhibit "A" attached hereto, and that Affiant as the _____ of the Owner, is making this Affidavit in that capacity only, and that no recourse shall be made against Affiant individually.

2. That the Property and Improvements, as described in the Special Warranty Deed and Bill of Sale Absolute and Agreement dated as of the date hereof, are free and clear of all liens and encumbrances except for those encumbrances and matters affecting title set forth in the plat of Wellness Ridge Phase 1-A, as recorded in Plat Book 78, Page 53, of the Official Records of Lake County, Florida (the "Plat").

3. That Affiant knows of no facts by reason of which the title to, or possession of, the Property and Improvements might be disputed or questioned, or by reason of which any claim to any part of the Property and Improvements might be asserted adversely to Owner.

4. That there have been no liens filed against the Property or the Improvements as a result of any labor, materials, equipment or other work authorized by Owner, its employees, or agents or of which Owner has actual knowledge, nor any unpaid bills of any nature as a result of any labor, materials, equipment or other work authorized by Owner, its employees, or agents or of which Owner has actual knowledge either for services of any architect, engineer, or surveyor, or for labor or material that may have been placed on the Property or Improvements, either in the construction or repair of the Improvements, or otherwise in connection with the Property which bills may have been incurred during the last ninety (90) days.

5. That no proceedings in bankruptcy or receivership have ever been instituted by or against the Owner, nor has Owner ever made an assignment for the benefit of its creditors.

6. That Affiant knows of no action or proceeding relating to the Property or Improvements which is now pending in any state or federal court in the United States affecting the Property, nor does Affiant know of any state or federal judgment or any federal lien of any kind or nature that now constitutes a lien or charge upon the Property or Improvements.

7. That, except as set forth in the Plat, Affiant knows of no unrecorded easements, liens, or assessments for sanitary sewers, streets, roadways, paving, other public utilities or improvements against the Property, nor are there any special assessments or taxes which are not shown as existing liens by the public records.

8. That this Affidavit is given for the purposes of inducing the Wellness Ridge Community Development District (the "District"), a Florida community development district and local unit of special-purpose government, to accept the Owner's conveyance of the Property and Improvements.

9. That there are no matters pending against Owner that could give rise to any lien(s) that could attach to the Property or the Improvements between the effective dates, respectively, of the Plat and the recording of the deed of conveyance, and that Affiant shall not execute nor permit the execution or recording of any instruments that would adversely affect title of the Property or the ownership of the Improvements.

10. Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the District and Latham, Luna, Eden & Beaudine, LLP ("LLEB"), that withholding of tax is not required upon the disposition of a U.S. real property interest by Owner, Owner hereby swears, affirms and certifies the following to the District and LLEB that Owner: (i) is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations); (ii) is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii); (iii) is not a non-resident alien (as such term is defined in the Internal Revenue Code and Income Tax Regulations) for the purposes of U.S. income taxation; (iv) has an EIN/Federal Tax Identification Number of 87-2211060; (v) has a mailing address of 251 Little Falls Drive, Wilmington, Delaware 19808. Affiant understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both. Affiant understands that the District and LLEB are relying on this certification in determining whether withholding is required upon said transfer.

11. That Affiant is familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that he/she has read the full facts set forth in this Affidavit and understands its content and context to be correct in all respects.

[SIGNATURES ON FOLLOWING PAGE]

FURTHER AFFIANT SAYETH NAUGHT.

DATED: _____, **2023**

Signed, sealed and delivered in our presence:

(Signature)

(Print Name)

(Signature)

(Print Name)

LSMA WELLNESS, LLC, a Delaware
limited liability company

By: _____

Print: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2023, by _____, as _____ of **LSMA WELLNESS, LLC**, a Delaware limited liability company, on behalf of the limited liability company. Said person is [] personally known to me or [] has produced _____ as identification.

Notary Public; State of _____

(SEAL)

Print Name: _____

Comm. Exp.: _____

Comm. No.: _____

EXHIBIT “A”

DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS

PROPERTY

Tract SW-2A1, according to the WELLNESS RIDGE PHASE 1-A plat, as recorded in Plat Book 78, Page 53, Public Records of Lake County, Florida.

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IMPROVEMENTS

1. Stormwater Management System
2. Internal Roadway Improvements
3. Landscaping/Hardscaping/Irrigation
4. Recreation Amenities
5. Professional Fees – Surveys, Plats and Plans

AGREEMENT REGARDING TAXES
Wellness Ridge Community Development District

THIS AGREEMENT REGARDING TAXES (“Agreement”) is entered into this ____ day of _____, 2023, by and between **LSMA WELLNESS, LLC**, a Delaware limited liability company, whose address is 251 Little Falls Drive, Wilmington, Delaware 19808 (“Developer”), and **WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district created pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (“District”).

WITNESSETH

WHEREAS, Developer is the owner and developer of certain real property located within the boundaries of the District, as such property is described on Exhibit “A” attached hereto and incorporated herein (the “Property”); and

WHEREAS, Developer is the owner and developer of infrastructure improvements and personal property, made in, on, over, under and through the Property and the land owned by the District, as described on Exhibit “A” attached hereto and incorporated herein (the “Improvements”); and

WHEREAS, the District is a Florida community development district and local unit of special-purpose government created pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, as part of the ongoing development activities within the boundaries of the District, Developer has, simultaneously with the execution of this Agreement, conveyed the Property and the Improvements to the District by Special Warranty Deed and Bill of Sale Absolute and Agreement; and

WHEREAS, all or a substantial portion of real property already owned by the District is either exempt from ad-valorem taxes or has been given a minimal valuation by the Lake County Property Appraiser because of the District’s status as a governmental entity; and

WHEREAS, in conjunction with the conveyance of the Property and Improvements from Developer to the District, Developer and the District are desirous of setting forth in this Agreement their respective responsibilities with regard to applicable ad-valorem taxes and assessments on the Property.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other valuable considerations, paid by each party to the other, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.

2. Developer hereby represents that all ad-valorem taxes and assessments relating to the Property, or any portion thereof, for tax year 2022 and all prior years have been paid in full.

3. Developer hereby agrees to pay in full, and prior to their becoming delinquent, any and all ad-valorem taxes and assessments, if any, levied on the Property for the tax year 2023.

4. Subsequent to the District's acceptance of the Property and Improvements, and only in the event the Property and Improvements are not conveyed to another governmental entity, the District shall endeavor to either obtain an exemption from ad-valorem taxes pertaining to the Property or, in the alternative, shall seek a minimal valuation of the Property, from the Lake County Property Appraiser and, subsequent to tax year 2023, Developer shall have no further responsibility with regard to ad-valorem taxes or assessments levied against the Property and/or Improvements, as applicable.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO AGREEMENT REGARDING TAXES
Wellness Ridge Community Development District

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives, all as of the date first set forth above.

WITNESSES:

LSMA WELLNESS, LLC, a Delaware limited liability company

X _____

By: _____

Print: _____

Print: _____

X _____

Title: _____

Print: _____

**WELLNESS RIDGE COMMUNITY
DEVELOPMENT DISTRICT**,
a Florida community development district

ATTEST

X _____

By: _____

Print: _____
Secretary/Asst. Secretary

Print: Adam Morgan

Title: Chairman

EXHIBIT “A”

DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS

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IMPROVEMENTS

1. Stormwater Management System
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4. Recreation Amenities
5. Professional Fees – Surveys, Plats and Plans

CERTIFICATE OF DISTRICT ENGINEER
Wellness Ridge Community Development District

I, **John Prowell**, of **Vanasse Hangen Brustlin, Inc.**, a Massachusetts corporation, and licensed to provide professional engineering services to the public in the State of Florida under Florida Certificate of Authorization No. _____, with offices located at 225 E. Robinson St., #300, Landmark Center Two, Orlando, Florida 32801 ("VHB"), hereby acknowledge and certify the following, to the best of my knowledge, information and belief, to be true and correct in all respects:

1. That I, through VHB, currently serve as District Engineer to the Wellness Ridge Community Development District (the "District").

2. That the District proposes to accept from **LSMA WELLNESS, LLC**, a Delaware limited liability company ("Developer"), for ownership, operation and maintenance, certain real property described in Exhibit "A" attached hereto and incorporated herein (collectively, the "Property"), plus infrastructure improvements and personal property, made in, on, over, under and through the Property and the land owned by the District, as described more completely in Exhibit "A" attached hereto and incorporated herein (collectively, the "Improvements"). Any real property being conveyed to the District is being transferred at only nominal cost to the District, so no review of an appraisal or similar documentation to reasonableness of purchase price or other valuation is required or being rendered.

3. That this certification (the "Certification") is provided in conjunction with, and in support of, the District's approval of the conveyance of the Property and Improvements from the Developer to the District and the District's acceptance of such Property and Improvements. The District will rely on this Certification for such purposes.

4. That the Improvements were constructed, installed, and/or completed, as appropriate, in accordance with known plans, specifications, contracts and permits required and/or approved by any known governmental authorities, as applicable. I have reviewed the actual cost of the Improvements built or constructed by or at the direction of the Developer and the District is paying no more than the actual cost incurred, or the current value thereof, whichever is less. The Property and Improvements are in a condition acceptable for acceptance by the District.

5. That the Property and Improvements are properly permitted by the appropriate governmental entities, and that copies of the applicable plans, specifications and permits relating to the Property and Improvements, if any, that have actually been provided to VHB are being held by VHB as records of the District on its behalf.

6. That the actual cost of the Improvements built or constructed by or at the direction of the Developer, and the District shall pay no more than the actual cost incurred, or the current value thereof, whichever is less, as determined by the District Engineer.

SIGNATURE PAGE TO CERTIFICATE OF DISTRICT ENGINEER

Wellness Ridge Community Development District

DATED: _____, 2023

Witness: _____

Print: _____

John Prowell

State of Florida License No.: _____

on behalf of the company,

Vanasse Hangen Brustlin, Inc.

Witness: _____

Print: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2023 by **JOHN PROWELL** of Vanasse Hangen Brustlin, Inc., a Massachusetts corporation, on behalf of said corporation. Said person is [] personally known to me or [] has produced a valid driver's license as identification.

Notary Public; State of Florida

(SEAL)

Print Name: _____

Comm. Exp.: _____

Comm. No.: _____

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SECTION VI

RESOLUTION 2023-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR AND AUTHORIZING THE USE OF ELECTRONIC DOCUMENTS AND SIGNATURES; ADOPTING AND IMPLEMENTING ELECTRONIC DOCUMENT CONTROL PROCESSES AND PROCEDURES; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Wellness Ridge Community Development District (the “District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated within the City of Clermont, Lake County, Florida; and

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

WHEREAS, Chapter 190, *Florida Statutes* authorizes the District Board of Supervisors, to enter into various contracts for the purposes set forth therein; and

WHEREAS, the District Board of Supervisors finds that it is the interest of the District and its residents to reduce waste, costs, and to enhance services; and

WHEREAS, the District Board of Supervisors recognizes that the Florida Legislature, through the passage of The Electronic Signature Act of 1996, intended to, among other goals, facilitate economic development and efficient delivery of government services by means of reliable electronic messages and foster the development of electronic commerce through the use of electronic signatures to lend authenticity and integrity to writings in any electronic medium; and

WHEREAS, the District Board of Supervisors wishes to further these goals through the use of electronic documents and signatures.

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

SECTION 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.

SECTION 2. FORCE AND EFFECT OF ELECTRONIC DOCUMENTS AND SIGNATURES. Unless otherwise provided by law, electronic documents and signatures submitted to and on behalf of the District may be used for all purposes and shall have the same force and effect as printed documents and manual signatures.

SECTION 3. AUTHORIZING UTILIZATION OF ELECTRONIC SIGNATURES AND DOCUMENTS. All contractors and personnel associated with the District are hereby authorized and encouraged to utilize electronic documents and signatures when reasonably practicable and as permitted by law. The District Manager is authorized and directed to obtain the provision of electronic document services or platforms offered by nationally recognized third party vendors that increase the efficiency of the District's operations.

SECTION 4. CONTROLS PROCESSES AND PROCEDURES. The District Board of Supervisors hereby authorizes and directs the District Manager to create control processes and procedures consistent with Florida Law to ensure adequate integrity, security, confidentiality, and auditability of all transactions conducted using electronic commerce.

SECTION 5. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 22nd day of February, 2023.

ATTEST:

**WELLNESS RIDGE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair

SECTION VII

SECTION C

SECTION 1

Wellness Ridge Community Development District

Summary of Checks

January 1, 2023 to January 31, 2023

Bank	Date	Check No.'s		Amount
General Fund	1/6/23	20 - 21	\$	10,900.51
	1/25/23	22	\$	2,085.90
			\$	12,986.41

SECTION 2

Wellness Ridge
Community Development District

Unaudited Financial Reporting
January 31, 2023



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1	<hr/>	Balance Sheet
2	<hr/>	General Fund
3	<hr/>	Month to Month

Wellness Ridge
Community Development District
Combined Balance Sheet
January 31, 2023

		<i>General Fund</i>
Assets:		
<u>Cash:</u>		
Operating Account	\$	6,141
Due from Developer	\$	5,970
Total Assets	\$	12,110
Liabilities:		
Accounts Payable	\$	3,884
Total Liabilites	\$	3,884
Fund Balance:		
Unassigned	\$	8,227
Total Fund Balances	\$	8,227
Total Liabilities & Fund Balance	\$	12,110

Wellness Ridge
Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending January 31, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 01/31/23	Thru 01/31/23	Variance
Revenues:				
Developer Contributions	\$ 138,178	\$ 27,365	\$ 27,365	\$ -
Total Revenues	\$ 138,178	\$ 27,365	\$ 27,365	\$ -
Expenditures:				
<u>General & Administrative:</u>				
Supervisor Fees	\$ 12,000	\$ 4,000	\$ 1,600	\$ 2,400
FICA Expenditures	\$ 918	\$ 306	\$ 122	\$ 184
Engineering	\$ 15,000	\$ 5,000	\$ -	\$ 5,000
Attorney	\$ 25,000	\$ 8,333	\$ 3,937	\$ 4,397
Annual Audit	\$ 4,000	\$ -	\$ -	\$ -
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -
Arbitrage	\$ 450	\$ -	\$ -	\$ -
Dissemination	\$ 5,000	\$ -	\$ -	\$ -
Trustee Fees	\$ 4,050	\$ -	\$ -	\$ -
Management Fees	\$ 40,000	\$ 13,333	\$ 13,333	\$ 0
Information Technology	\$ 1,800	\$ 600	\$ 600	\$ -
Website Maintenance	\$ 1,200	\$ 400	\$ 400	\$ -
Telephone	\$ 300	\$ 100	\$ -	\$ 100
Postage & Delivery	\$ 1,000	\$ 333	\$ 89	\$ 245
Insurance	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Printing & Binding	\$ 1,000	\$ 333	\$ 22	\$ 311
Legal Advertising	\$ 10,000	\$ 3,333	\$ 2,086	\$ 1,247
Other Current Charges	\$ 5,000	\$ 1,667	\$ 105	\$ 1,562
Office Supplies	\$ 625	\$ 208	\$ 1	\$ 207
Travel Per Diem	\$ 660	\$ 220	\$ -	\$ 220
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total Expenditures	\$ 138,178	\$ 43,343	\$ 27,470	\$ 15,873
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ (105)	
Fund Balance - Beginning	\$ -		\$ 8,332	
Fund Balance - Ending	\$ -		\$ 8,227	

Wellness Ridge
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Developer Contributions	\$ 8,772	\$ 6,779	\$ 5,844	\$ 5,970	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	27,365
Total Revenues	\$ 8,772	\$ 6,779	\$ 5,844	\$ 5,970	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	27,365
Expenditures:													
<u>General & Administrative:</u>													
Supervisor Fees	\$ -	\$ -	\$ -	1,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,600
FICA Expenditures	\$ -	\$ -	\$ -	122	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	122
Engineering	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Attorney	1,466	2,210	261	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,937
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Assessment Administration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Dissemination	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Management Fees	3,333	3,333	3,333	3,333	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	13,333
Information Technology	150	150	150	150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	600
Website Maintenance	100	100	100	100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	400
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Postage & Delivery	14	2	35	38	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	89
Insurance	5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,000
Printing & Binding	\$ -	5	16	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	22
Legal Advertising	1,805	110	171	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,086
Other Current Charges	\$ -	\$ -	105	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	105
Office Supplies	0	0	0	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1
Travel Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Dues, Licenses & Subscriptions	175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	175
Total Expenditures	\$ 12,044	\$ 5,910	\$ 4,171	\$ 5,345	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	27,470
Excess Revenues (Expenditures)	\$ (3,271)	\$ 869	\$ 1,672	\$ 625	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(105)

SECTION 3

Wellness Ridge
Community Development District

FY23 Funding Request #4
January 19, 2023

Bill to: Lennar

General Fund
FY2023

1	Governmental Management Services - CF		
	Invoice #9 - Management Fees - January 2023	\$	3,622.83
2	Latham, Luna, Eden & Beaudine LLP		
	Invoice #107373 - General Counsel - December 2022	\$	261.00
3	CA Florida Holdings		
	Invoice #0005015787 - Notice of Public Hearing - October 2022	\$	1,805.20
	Invoice #0005096373 - RFP for Audit Services - November 2022	\$	109.54
	Invoice #0005178581 - Audit Services - December 2022	\$	171.16

Total:	\$	5,969.73
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Please make check payable to:

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

GMS-Central Florida, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice**Bill To:**

Wellness Ridge CDD
219 E Livingston St.
Orlando, FL 32801

Invoice #: 9**Invoice Date:** 1/1/23**Due Date:** 1/1/23**Case:****P.O. Number:**

Description	Hours/Qty	Rate	Amount
Management Fees - January 2023		3,333.33	3,333.33
Website Administration - January 2023		100.00	100.00
Information Technology - January 2023		150.00	150.00
Office Supplies		0.54	0.54
Postage		27.78	27.78
Copies		1.05	1.05
American Express - Statement Closing 10/2/22 - USPS		10.13	10.13

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Total \$3,622.83

Payments/Credits \$0.00

Balance Due \$3,622.83



LATHAM, LUNA,
EDEN & BEAUDINE, LLP
ATTORNEYS AT LAW

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

January 12, 2023

Invoice #: 107373
Federal ID #:59-3366512

Wellness Ridge CDD
219 East Livingston Street
Orlando, FL 32801

Matter ID: 10080-001

General Matters

For Professional Services Rendered:

12/1/2022	JEL	Email correspondence with Developer regarding conveyance of Phase 1-A infrastructure	0.10	\$28.50
12/8/2022	JEL	Email correspondence with City of Clermont regarding lift station conveyance	0.30	\$85.50
12/9/2022	JEL	Follow-up email correspondence with City of Clermont regarding lift station conveyance	0.10	\$28.50
12/9/2022	JAC	Confer regarding lift station conveyance; related emails	0.30	\$118.50
Total Professional Services:			0.80	\$261.00

Total	\$261.00
Previous Balance	\$3,675.58
Total Due	\$3,936.58

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Wellness Ridge CDD		768827	1 of 1
INVOICE #	BILLING PERIOD	PAYMENT DUE DATE	
0005015787	Oct 1- Oct 31, 2022	November 20, 2022	
PREPAY (Memo Info)	UNAPPLIED (included in amt due)	TOTAL AMOUNT DUE	
\$0.00	\$0.00	\$3,735.74	
BILLING ACCOUNT NAME AND ADDRESS		FEDERAL ID	
Wellness Ridge CDD 219 E Livingston ST Orlando, FL 32801-1508		47-2390983	
BILLING INQUIRIES/ADDRESS CHANGES		Legal Entity: Gannett Media Corp.	
1-877-736-7612 or smb@ccc.gannett.com		Terms and Conditions: Past due accounts are subject to interest at the rate of 18% per annum or the maximum legal rate (whichever is less). Advertiser claims for a credit related to rates incorrectly invoiced or paid must be submitted in writing to Publisher within 30 days of the invoice date or the claim will be waived. Any credit towards future advertising must be used within 30 days of issuance or the credit will be forfeited.	
All funds payable in US dollars.			

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To sign-up for E-mailed invoices and online payments please contact abgspecial@gannett.com. Previous account number:

Date	Description	Amount
10/1/22	Balance Forward	\$2,193.34
10/11/22	PAYMENT - THANK YOU	-\$262.80

Legal Advertising:

Date range	Product	Order Number	Description	PO Number	Runs	Ad Size	Net Amount
10/5/22-10/12/22	LEE Daily Commercial	7863692	Notice of Public Hearing		2	2.0000 x 20 in	\$1,805.20

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ACCOUNT NAME		PAYMENT DUE DATE		AMOUNT PAID	
Wellness Ridge CDD		November 20, 2022			
ACCOUNT NUMBER		INVOICE NUMBER			
768827		0005015787			
CURRENT DUE	30 DAYS PAST DUE	60 DAYS PAST DUE	90 DAYS PAST DUE	120+ DAYS PAST DUE	UNAPPLIED PAYMENTS
\$1,805.20	\$1,930.54	\$0.00	\$0.00	\$0.00	\$0.00
					\$3,735.74
REMITTANCE ADDRESS (Include Account# & Invoice# on check)			TO PAY WITH CREDIT CARD PLEASE FILL OUT BELOW:		
CA Florida Holdings, LLC PO Box 631244 Cincinnati, OH 45263-1244			<input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> DISCOVER <input type="checkbox"/> AMEX Card Number _____ Exp Date ____ / ____ / ____ CVV Code _____ Signature _____ Date _____		

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FLORIDA

ACCOUNT NAME Wellness Ridge CDD		ACCOUNT # 768827	PAGE # 1 of 1
INVOICE # 0005096373	BILLING PERIOD Nov 1- Nov 30, 2022	PAYMENT DUE DATE December 20, 2022	
PREPAY (Memo Info) \$0.00	UNAPPLIED (included in amt due) \$0.00	TOTAL AMOUNT DUE \$1,914.74	
BILLING ACCOUNT NAME AND ADDRESS Wellness Ridge Cdd 219 E. Livingston St. Orlando, FL 32801-1508 		BILLING INQUIRIES/ADDRESS CHANGES 1-877-736-7612 or smb@ccc.gannett.com	FEDERAL ID 47-2390983
<p>Legal Entity: Gannett Media Corp.</p> <p>Terms and Conditions: Past due accounts are subject to interest at the rate of 18% per annum or the maximum legal rate (whichever is less). Advertiser claims for a credit related to rates incorrectly invoiced or paid must be submitted in writing to Publisher within 30 days of the invoice date or the claim will be waived. Any credit towards future advertising must be used within 30 days of issuance or the credit will be forfeited.</p> <p>All funds payable in US dollars.</p>			

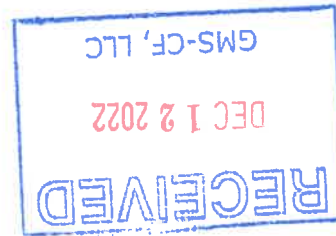
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Starting in October ad placements will be assessed a monthly creative processing fee to cover fees associated with award winning ad design, toning, imaging, and sizing. Previous Account Number:

Date	Description	Amount
11/1/22	Balance Forward	\$3,735.74
11/22/22	PAYMENT - THANK YOU	-\$1,930.54

Package Advertising:

Start-End Date	Order Number	Description	PO Number	Package Cost
✓ 11/22/22	8087011	Wellness Ridge CDD Notice for Daily Commercial		\$109.54



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ACCOUNT NAME Wellness Ridge CDD		PAYMENT DUE DATE December 20, 2022		AMOUNT PAID	
ACCOUNT NUMBER 768827		INVOICE NUMBER 0005096373			
CURRENT DUE \$109.54	30 DAYS PAST DUE \$1,805.20	60 DAYS PAST DUE \$0.00	90 DAYS PAST DUE \$0.00	120+ DAYS PAST DUE \$0.00	UNAPPLIED PAYMENTS \$0.00
					TOTAL AMOUNT DUE \$1,914.74
REMITTANCE ADDRESS (Include Account# & Invoice# on check) CA Florida Holdings, LLC PO Box 631244 Cincinnati, OH 45263-1244			TO PAY WITH CREDIT CARD PLEASE FILL OUT BELOW: <input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> DISCOVER <input type="checkbox"/> AMEX Card Number _____ Exp Date ____ / ____ / ____ CVV Code _____ Signature _____ Date _____		

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FLORIDA

Wellness Ridge CDD		768827	1 of 1
INVOICE #	BILLING PERIOD	PAYMENT DUE DATE	
0005178581	Dec 1- Dec 31, 2022	January 20, 2023	
PREPAY (Memo Info)	UNAPPLIED (included in amt due)	TOTAL AMOUNT DUE	
\$0.00	\$0.00	\$2,112.98	
BILLING ACCOUNT NAME AND ADDRESS		BILLING INQUIRIES/ADDRESS CHANGES	FEDERAL ID
Wellness Ridge CDD 219 E Livingston ST Orlando, FL 32801-1508		1-877-736-7612 or smb@ccc.gannett.com	47-2390983
<p>Legal Entity: Gannett Media Corp.</p> <p>Terms and Conditions: Past due accounts are subject to interest at the rate of 18% per annum or the maximum legal rate (whichever is less). Advertiser claims for a credit related to rates incorrectly invoiced or paid must be submitted in writing to Publisher within 30 days of the invoice date or the claim will be waived. Any credit towards future advertising must be used within 30 days of issuance or the credit will be forfeited.</p> <p>All funds payable in US dollars.</p>			

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To sign-up for E-mailed invoices and online payments please contact abgspecial@gannett.com. Previous account number:

Date	Description	Amount
12/1/22	Balance Forward	\$1,914.74
12/31/22	Finance Charge	\$27.08

Package Advertising:

Start-End Date	Order Number	Description	PO Number	Package Cost
12/16/22	8200990	ORDER -		\$103.22
12/19/22	8221533	Ad # 8037853	Wellness Ridge CDD	\$67.94

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FLORIDA

ACCOUNT NAME		PAYMENT DUE DATE		AMOUNT PAID	
Wellness Ridge CDD		January 20, 2023			
ACCOUNT NUMBER		INVOICE NUMBER			
768827		0005178581			
CURRENT DUE	30 DAYS PAST DUE	60 DAYS PAST DUE	90 DAYS PAST DUE	120+ DAYS PAST DUE	UNAPPLIED PAYMENTS
\$198.24	\$109.54	\$1,805.20	\$0.00	\$0.00	\$0.00
					TOTAL AMOUNT DUE
					\$2,112.98
REMITTANCE ADDRESS (Include Account# & Invoice# on check)			TO PAY WITH CREDIT CARD PLEASE FILL OUT BELOW:		
CA Florida Holdings, LLC PO Box 631244 Cincinnati, OH 45263-1244			<input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> DISCOVER <input type="checkbox"/> AMEX Card Number _____ Exp Date ____ / ____ / ____ CVV Code _____ Signature _____ Date _____		

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