



Rizzetta & Company

Wynnmere East Community Development District

**Board of Supervisors' Meeting
April 4, 2024**

District Office:
2700 S. Falkenburg Road Suite 2745
Riverview, FL 33578
813.533-2950

Wynnmereeastcdd.com

WYNNMERE EAST
COMMUNITY DEVELOPMENT DISTRICT

Southshore Regional Library, 15816 Beth Shields Way, Ruskin, Florida 33573

www.wynnmereeastcdd.com

District Board of Supervisors	Mona Lewis Travis Elijah Shawn Fitzgerald Nikki Foster Fluffy Cazalas	Chair Vice Chair Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Matthew Huber	Rizzetta & Company, Inc.
District Counsel	John Vericker	Straley, Robin & Vericker
District Engineer	Phil Chang	Johnson Engineering

All Cellular phones and pagers must be turned off while in the meeting room.

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 933-5571. 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), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop 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 the appeal is to be based.

WYNNMERE EAST COMMUNITY DEVELOPMENT DISTRICT

District Office – Riverview, Florida (813) 533-2950
Mailing Address – 3434 Colwell Avenue Suite 200, Tampa, Florida 33614
www.wynnmereeastcdd.com

**Board of Supervisors
Wynnmere East Community
Development District**

March 28, 2024

AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Wynnmere East Community Development District will be held on **Thursday, April 4, 2024, at 7:00 p.m.**, at the Southshore Regional Library, 15816 Beth Shields Way, Ruskin, Florida 33573. The following is the agenda for the meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ADMINISTRATION**
 - A. Consideration of Meeting Minutes of March 6, 2024
Board of Supervisors meeting..... Tab 1
- 4. BUSINESS ITEMS**
 - A. Consideration of Updated Aquatic Pond
Maintenance Agreement..... Tab 2
 - B. Discussion of Phase 1 Pond Sign
 - C. Discussion of Budget Related Items
 - D. Consideration of Fence Repair Proposal Tab 3
 - E. Consideration of Resolution 2024-07; Authorizing
Disbursement of Funds..... Tab 4
- 5. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
- 6. SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 533-2950.

Sincerely,
Matthew Huber
Matthew Huber
District Manager

Tab 1

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that 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.

WYNNMERE EAST COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Wynnmere East Community Development District was held on **Wednesday, March 6, 2024, at 7:09 p.m.** at the offices of Rizzetta & Company, Inc., located at 2700 S. Falkenburg Road Suite 2745, Riverview, Florida 33578.

Present and constituting a quorum were:

Mona Lewis	Chairman
Shawn Fitzgerald	Assistant Secretary
Fluffy Cazalas	Assistant Secretary
Nikki Foster	Assistant Secretary (joined at 7:15 p.m.)

Also present were:

Matthew Huber	District Manager; Rizzetta & Co.
Whitney Sousa	District Counsel; Straley Robin Vericker (via call)
Audience	None

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

Mr. Huber called the meeting to order and performed roll call, confirming that a quorum was present.

SECOND ORDER OF BUSINESS

Audience Comments

There were no audience members present.

THIRD ORDER OF BUSINESS

Consideration of Minutes of Board of Supervisors' Meeting held on February 15, 2024

Mr. Huber presented the Minutes from the Board of Supervisors' meeting held on February 15, 2024.

On a Motion by Mr. Fitzgerald, seconded by Ms. Cazalas, with all in favor, the Board of Supervisors approved the Minutes of the Board of Supervisors' meeting held on February 15, 2024, for the Wynnmere East Community Development District.

45 **FOURTH ORDER OF BUSINESS**

**Review and Acceptance of Fiscal Year
2023 Audit Report**

46
47
On a Motion by Ms. Cazalas, seconded by Ms. Lewis, with all in favor, the Board of Supervisors accepted and filed the Fiscal Year 2023 audit, for the Wynnmere East Community Development District.

48
49 **FIFTH ORDER OF BUSINESS**

**Consideration of Payment
Authorization No. 271 and No. 273**

50
51
On a Motion by Mr. Fitzgerald, seconded by Ms. Cazalas, with all in favor, the Board of Supervisors approved Payment Authorization No. 271 and No. 273, for the Wynnmere East Community Development District.

52
53 **SIXTH ORDER OF BUSINESS**

**Ratification of Payment Authorization
No. 272**

54
55
On a Motion by Ms. Cazalas, seconded by Mr. Fitzgerald, with all in favor, the Board of Supervisors ratified Payment Authorization No. 272, for the Wynnmere East Community Development District.

56
57 **SEVENTH ORDER OF BUSINESS**

Review of Monthly Financials

58
59 The Board reviewed the monthly financials.

60
61 **EIGHTH ORDER OF BUSINESS**

Staff Reports

62
63 **A. District Counsel**

64 Present. No report. Ms. Sousa discussed the new bill where Board members
65 will now need to take a mandatory 4 hours of ethics training each year.

66
67 Ms. Lewis met with Tad from Aquatic Weed and is interested in getting a
68 proposal from his company. In her opinion the pond should be "clean looking".

69
70 Mr. Fitzgerald keeps a log of people who treat the ponds and he state that the
71 Ponds have been backed-up for a long time. Dump trucks with have sent
72 sand sent down drains and clogged them. Mr. Fitzgerald stated that PFM had
73 sent him an invoice/proposal to sign that wasn't ready for approval.

74
75 Ms. Foster mentioned a few of her requirements of District Management
76 company protecting the Board from going to jail and/or getting sued, ensuring
77 that payroll and bills are paid on time as well as keeping the property looking
78 good, Lastly making sure that communication is flowing and pro-active to the
79 Board.

80 Ms. Foster inquired about a missing sign by the control structure in pond in
81 Phase 1 (11th Avenue NE). Ms. Foster mentioned that Daniel Perry with
82 Caliber Landscape may know where the missing sign is.

83
84 The Board requested to change the July meeting to Wednesday, July 3, 2024.

85
86 Ms. Cazalas inquired about the sand issue from the field report, specifically
87 item 20 #3168 sand build up.

88
89 **B. District Engineer**

90 Not present. No report. The Board asked about SWFWMD report due.

91
92 **C. District Manager**

93 Mr. Huber informed the Board that the next scheduled meeting will be held on
94 April 4, 2024, at 7:00 p.m. at the Southshore Regional Library 15816 Beth
95 Shields Way Ruskin, FL 33573.

96
97 **NINTH ORDER OF BUSINESS**

Audience Comments

98
99 There were no audience members present.

100
101 **TENTH ORDER OF BUSINESS**

Supervisor Requests

102 Ms. Foster discussed items not on CDD property.

103
104 Ms. Cazalas discussed letters sent by HOA to box truck parked near the mailboxes.

105
106
107 **ELEVENTH ORDER OF BUSINESS**

Adjournment

108
109
110
111
112
113 On a Motion by Ms. Lewis, seconded by Ms. Cazalas, with all in favor, the Board
adjourned the meeting at 8:09 p.m. for the Wynnmere East Community Development
District.

Assistant Secretary

Chair / Vice Chair

Tab 2

Aquatic Management Agreement

This Aquatic Management Agreement (this “**Agreement**”) is entered into as of March 15, 2024, between the **Wynnmere East Community Development District** a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, situated in Hillsborough County, Florida (the “**District**”), and **Sitex Aquatics, LLC**, a Florida limited liability company (the “**Contractor**”).

Background Information:

The District is responsible for the operation and maintenance of the stormwater ponds within the boundaries of the District. The Contractor provides pond monitoring and management services and the District desires to retain the Contractor to provide pond monitoring and management services as described in this Agreement.

Operative Provisions:

1. **Incorporation of Background Information.** The background information stated above is true and correct and by this reference is incorporated by reference as a material part of this Agreement.
2. **Scope of Services.** The Contractor shall perform the specific maintenance services described in their proposal relevant parts of which are attached hereto as **Exhibit A** for the District’s ponds depicted in the map included in their proposal.
3. **Manner of Performance and Care of the Property.**
 - a. The work shall be done, furnished, and performed in a workmanlike manner to the satisfaction of the District and shall be in accordance with the best management practices in the industry.
 - b. Contractor agrees to keep property clean and orderly during the course of the work and to remove all materials, debris, equipment, and machinery at the completion of each work day.
 - c. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair or replace, to the District’s satisfaction, any damage resulting from Contractor’s activities and work within 24 hours. In the event Contractor does not repair or replace the damage to District’s satisfaction, Contractor shall be responsible for reimbursing District for such damages or the District may elect to deduct the costs of the repair from the payment to Contractor for the work under this Agreement.
4. **Compensation.** The District agrees to compensate the Contractor for the work described above in the monthly amount of **\$343.00**. The District shall pay the Contractor within 45 days of receipt of the invoice.
5. **Additional Services.** When authorized in advance in writing by the District, the Contractor may provide additional services beyond those listed above.
6. **Term of this Agreement.** The initial term of this Agreement shall be for one year from the date of this Agreement. At the end of the initial term, the Agreement shall automatically renew for the same term and contract provisions as the initial term, until terminated by either party pursuant to the termination provision below.
7. **Termination.** Either party may terminate this Agreement without cause with 30 days written notice to the other party. Upon termination of this Agreement, the Contractor shall be entitled to payment

for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

8. **Relationship Between the Parties.** It is understood that the Contractor is an independent contractor and shall perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor shall not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.
9. **Compliance with Governmental Regulation.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the Contractor fails to notify the District in writing within 5 days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within 5 days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.
10. **Insurance.** The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:
 - a. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - b. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability and covering at least the following hazards: Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
 - c. Employer's Liability Coverage with limits of at least \$1,000,000 per accident or disease.
 - d. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

The District, its staff, consultants and supervisors shall be named as an additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. 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 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.

11. **Indemnification.** Contractor agrees to indemnify and hold the District and its officers, agents and employees harmless from any and all liability, claims, actions, suits, demands and obligations by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out

of, or in connection with, the work to be performed by Contractor. Obligations shall include the payment of all settlements, judgments, damages, penalties, forfeitures, back pay, court costs, arbitration and/or mediation costs, litigation expenses, attorney's fees and paralegal fees (whether in court, out of court, on appeal or in bankruptcy proceedings), as ordered.

- 12. Limitations on Governmental Liability.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
- 13. Responsibilities of the District.** The District shall inform Contractor of any and all work areas that are required mitigation sites in which desirable plants have been or are to be installed. The District agrees to provide Contractor with copies of mitigation permits, site plans, and plant species relating to contracted work areas.
- 14. Public Entity Crimes.** Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Contractor represents that in entering into this Agreement, the Contractor has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

- 15. Scrutinized Companies.** Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a "scrutinized company" under the statute and, in the event that the Contractor is designated as a "scrutinized company", the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.
- 16. Public Records.** As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records required by the District in order to perform the service, (b) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the Contractor does not transfer the records to District, (d) meet all requirements for retaining public records and transfer, at no cost,

to the District all public records in possession of the Contractor upon termination of this Agreement and 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 the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813.533.2950, OR BY EMAIL AT MHUBER@RIZZETTA.COM, OR BY REGULAR MAIL AT 3434 COLWELL AVE., SUITE 200, TAMPA, FLORIDA 33614.

17. **E-Verification.** Pursuant to Section 448.095(2), Florida Statutes, Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District may terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor will immediately terminate its contract with the subcontractor. If this Agreement is terminated in accordance with this section, then the Contractor will be liable for any additional costs incurred by the District.
18. **Controlling Law and Venue.** This Agreement shall be governed under the laws of the State of Florida with venue in the county where the District is located.
19. **Enforcement of Agreement.** Neither party shall be responsible in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by fire, floods, strikes, riots, war, acts of God, accidents, material unavailability, governmental order and/or regulations. In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.
20. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
21. **Amendment.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.
22. **Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties.
23. **Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. 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 selected the language, and any doubtful language will not be interpreted or construed against any party.

- 24. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
- 25. **Authorization.** 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.
- 26. **Notice.** Whenever any party desires to give notice to the other party, it must be given by written notice, sent by email, certified United States mail with return receipt requested, or a nationally recognized express transportation company to the addresses below. In the event that any party undergoes a change in address or contact information, notification to the other party shall be made.

To the District:
c/o Rizzetta
3434 Colwell Ave
Suite 200
Tampa, FL 33614
Attn: Matthew Huber
mhuber@rizzetta.com

To Contractor:
13622 11th Terrace East
Bradenton, FL 34212
Attn: Joseph Craig, President
Email: _____

- 27. **Entire Agreement.** This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year written below.

Sitex Aquatics, LLC



Joseph Craig
President

**Wynnmere East
Community Development District**

Mona A. Lewis
Chair of the Board of Supervisors

Exhibit A: Relevant Parts of Contractor's Proposal

Exhibit A



P.O. Box
Parrish, FL 34219

813.564.2322
www.sitexaquatics.com

Aquatic Management Agreement

This agreement is between Sitex Aquatics, LLC. Hereafter called Sitex and Hawks Landing HOA hereafter called "customer"

Customer: Wynnmere East CDD

Sitex agrees to provide aquatic management services for a period of 12 months In accordance with the terms and conditions of this agreement in the following sites:

Tw0 (2) Ponds (7 Acres) at the Hawks Landing Community located in Ruskin, FL (see attached map)

Customer agrees to pay Sitex the following amounts during the term of this agreement for the specific service:

- | | |
|--|----------|
| 1. Shoreline Grass and Brush Control | Included |
| 2. Underwater, Floating and Algae Treatment | Included |
| 3. All Services Performed by State Licensed Applicator | Included |
| 4. Treatment Report Issued After Each Visit | Included |
| 5. Use of EPA Regulated Materials Only | Included |
| 6. Algae callback service as needed | Included |
| 7. Non-Construction trash removal | Included |

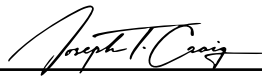
Service shall consist of Twelve (12) site inspections w/treatments a year as needed.

Customer agrees to pay Sitex the following amount during the term of this agreement which shall be 10/01/23 thru 10/01/24 Agreement will automatically renew as per Term and Conditions:

Total Monthly Service Amount: \$343.00
Total 1st year Maintenance Cost: \$4,116.00

Invoice is due and payable within 30 days. Overdue accounts may accrue a service charge.

Customer acknowledges that he/she has read and is familiar with the additional terms and conditions printed on the reverse side, which are incorporated in this agreement.

Accepted By	Date		08/18/2023
		President, Sitex Aquatics llc.	Date

Tab 3

CALIBER RESIDENTIAL AND COMMERCIAL SERVICES LLC

QUOTE

Daniel Perry
4920 west cypress st ste 104
#5030
tampa FL, 33607
(833)743-4925

Bill To

Wynnmere East cdd
2700 S Falkenburg Rd ste 2745
Riverview, FL 33578
(813)933-5571 EXT 2772

Quote #

257

Quote Date

03/20/2024

DESCRIPTION	AMOUNT
11 Tan 6x6 panels, and 11 post line, with 2 end tan post	1,875.00
6x6' 3 row Black, plus 6 post	1,354.00
Clean up and dump	400.00
Installation	9,200.00
Subtotal	12,829.00
6.0%	193.74
TOTAL	\$13,022.74 USD

**Terms & Conditions**

Please for the material and the dump fee up front 3629 and the Installation when the job is complete.

Tab 4

RESOLUTION 2024-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WYNNMERE EAST COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE DISBURSEMENT OF FUNDS FOR PAYMENT OF CERTAIN CONTINUING EXPENSES WITHOUT PRIOR APPROVAL OF THE BOARD OF SUPERVISORS; AUTHORIZING THE DISBURSEMENT OF FUNDS FOR PAYMENT OF CERTAIN NON-CONTINUING EXPENSES WITHOUT PRIOR APPROVAL OF THE BOARD OF SUPERVISORS; PROVIDING FOR A MONETARY THRESHOLD; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, section 190.011(5), Florida Statutes, authorizes the District to adopt resolutions that may be necessary for the conduct of District business; and

WHEREAS, the District's Board of Supervisors ("**Board**") meets as necessary to conduct the business of the District, including authorizing the payment of District operating and maintenance expenses; and

WHEREAS, the Board may establish monthly, quarterly or other meeting dates not on a monthly basis, or may cancel scheduled meetings from time to time; and

WHEREAS, to conduct the business of the District in an efficient manner, recurring, non-recurring and other disbursements for goods and services must be processed and paid in a timely manner; and

WHEREAS, the Board determines this Resolution is in the best interest of the District and is necessary for the efficient conduct of District business; the health, safety, and welfare of the residents within the District; and the preservation of District assets or facilities.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WYNNMERE EAST COMMUNITY DEVELOPMENT DISTRICT:

1. CONTINUING EXPENSES. The Board hereby authorizes the payment of invoices of continuing expenses, which meet the following requirements:

- a) The invoices must be due on or before the next scheduled meeting of the Board.
- b) The invoice must be pursuant to a contract or agreement authorized by the Board.
- c) The total amount paid under such contract or agreement, including the current invoice, must be equal to or less than the amount specified in the contract or agreement.
- d) The invoice amount will not cause payments to exceed the adopted budget of the District.

2. NON-CONTINUING EXPENSES. The Board hereby authorizes the disbursement of funds for payment of invoices of non-continuing expenses which are (i) required to provide for the health, safety, and welfare of the residents within the District; or (ii) required to repair, control, or maintain a District facility or asset beyond the normal, usual, or customary maintenance required for such facility or assets, or (iii) are necessary to avoid an unnecessary expense that may be imposed on the District in connection with a District project; or (iv) are for routine services performed on an annual basis and the amount of

such services is reflected in the District's annual budget, or (v) are otherwise for an emergency circumstance, pursuant to the following schedule:

- a) Non-Continuing Expenses Not Exceeding \$5,000 - with approval of the District Manager; and
- b) Non-Continuing Expenses Exceeding \$5,000 - with approval of the District Manager and Chairperson of the Board (or Vice Chairperson in the Chairperson's absence).

3. BOARD RATIFICATION. Any payment made pursuant to the Resolution shall be submitted to the Board at the next scheduled meeting for approval and ratification.

4. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 4th day of April, 2024.

ATTEST:

**WYNNMERE EAST COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of Supervisors