

# **TAMARINDO**

## **COMMUNITY DEVELOPMENT DISTRICT**

**May 26, 2022**

**BOARD OF SUPERVISORS**

**REGULAR MEETING**

**AGENDA**

**Tamarindo Community Development District**  
**OFFICE OF THE DISTRICT MANAGER**  
**2300 Glades Road, Suite 410W•Boca Raton, Florida 33431**  
**Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013**

May 19, 2022

Board of Supervisors  
Tamarindo Community Development District

<p><b><u>ATTENDEES:</u></b> Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.</p>
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Dear Board Members:

The Board of Supervisors of the Tamarindo Community Development District will hold a Regular Meeting on May 26, 2022 at 1:15 p.m., at the offices of RWA, Inc., 6610 Willow Park Dr., Ste. # 200, Naples, FL 34109. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Acceptance of Resignation of Jake Holsinger, SEAT 5; *Term Expires November 2022*
4. Consider Appointment of Matt Hermanson to Fill Unexpired Term of Seat 5
  - Administration of Oath of Office (*the following to be provided in a separate package*)
    - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
    - B. Membership, Obligations and Responsibilities
    - C. Chapter 190, Florida Statutes
    - D. Financial Disclosure Forms
      - I. Form 1: Statement of Financial Interests
      - II. Form 1X: Amendment to Form 1, Statement of Financial Interests
      - III. Form 1F: Final Statement of Financial Interests
    - E. Form 8B: Memorandum of Voting Conflict
5. Consideration of Resolution 2022-03, Designating Certain Officers of the District, and Providing for an Effective Date
6. Consideration of Resolution 2022-04, Adopting Amended and Restated Prompt Payment Policies and Procedures Pursuant to Chapter 218, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date

7. Consideration of Resolution 2022-05, Granting the Chair and Vice Chair the Authority to Execute Real and Personal Property Conveyance and Dedication Documents, Plats and Other Documents Related to the Development of the District’s Improvements; Approving the Scope and Terms of Such Authorization; Providing a Severability Clause; and Providing an Effective Date
8. Consideration of Resolution 2022-06, Approving a Proposed Budget for Fiscal Year 2022/2023 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
9. Consideration of Resolution 2022-07, Designating a Date, Time and Location for Landowners’ Meeting; Providing for Publication, Providing for Severability and an Effective Date [SEATS 3, 4 & 5]
10. Consideration of CDD/HOA Maintenance Agreement
11. Update: Stormwater Management Needs Analysis Report
12. Acceptance of Unaudited Financial Statements as of April 30, 2022
13. Approval of October 28, 2021 Regular Meeting Minutes
14. Staff Reports
  - A. District Counsel: *KE Law Group, PLLC*
  - B. District Engineer: *RWA Inc.*
  - C. District Manager: *Wrathell, Hunt and Associates, LLC*
    - I. 0 Registered Voters in District as of April 15, 2022
    - II. NEXT MEETING DATE: June 23, 2022 at 1:15 P.M.
      - QUORUM CHECK

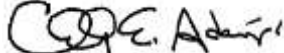
<b>ANDRE CARMACK</b>	<input type="checkbox"/>	<b>IN PERSON</b>	<input type="checkbox"/>	<b>PHONE</b>	<input type="checkbox"/>	<b>NO</b>
<b>CHRISTIAN COTTER</b>	<input type="checkbox"/>	<b>IN PERSON</b>	<input type="checkbox"/>	<b>PHONE</b>	<input type="checkbox"/>	<b>NO</b>
<b>MICHAEL BONE</b>	<input type="checkbox"/>	<b>IN PERSON</b>	<input type="checkbox"/>	<b>PHONE</b>	<input type="checkbox"/>	<b>NO</b>
<b>MARY MOULTON</b>	<input type="checkbox"/>	<b>IN PERSON</b>	<input type="checkbox"/>	<b>PHONE</b>	<input type="checkbox"/>	<b>NO</b>
<b>MATT HERMANSON</b>	<input type="checkbox"/>	<b>IN PERSON</b>	<input type="checkbox"/>	<b>PHONE</b>	<input type="checkbox"/>	<b>NO</b>

15. Board Members’ Comments/Requests
16. Public Comments

17. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (239) 464-7114.

Sincerely,



Chesley E. Adams, Jr.  
District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**

**CALL IN NUMBER: 1-888-354-0094**

**PARTICIPANT PASSCODE: 229 774 8903**

# **TAMARINDO**

**COMMUNITY DEVELOPMENT DISTRICT**

**3**

**NOTICE OF TENDER OF RESIGNATION**

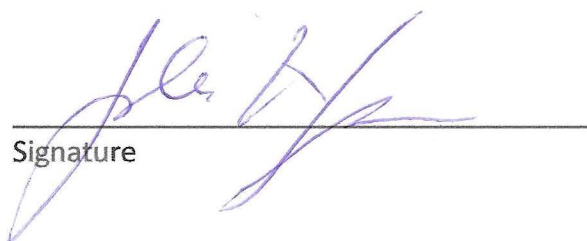
To: Board of Supervisors  
Tamarindo Community Development District  
Attn: Chesley E Adams, Jr., District Manager  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

From: Jake Holsinger  
Printed Name

Date: 3/24/22  
Date

I hereby tender my resignation as a member of the Board of Supervisors of the *Tamarindo Community Development District*. My tendered resignation will be deemed to be effective as of the time a quorum of the remaining members of the Board of Supervisors accepts it at a duly noticed meeting of the Board of Supervisors.

I certify that this Notice of Tender of Resignation has been executed by me and  personally presented at a duly noticed meeting of the Board of Supervisors,  scanned and electronically transmitted to [gillyardd@whhassociates.com](mailto:gillyardd@whhassociates.com) or  faxed to 561-571-0013 and agree that the executed original shall be binding and enforceable and the fax or email copy shall be binding and enforceable as an original.

  
Signature

# **TAMARINDO**

**COMMUNITY DEVELOPMENT DISTRICT**

**5**

**RESOLUTION 2022-03**

**A RESOLUTION OF THE TAMARINDO COMMUNITY DEVELOPMENT DISTRICT DESIGNATING CERTAIN OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Tamarindo Community Development District (“District”) is a local unit of special-purpose government created by, and existing pursuant to Chapter 190, *Florida Statutes*, being situated in Collier County, Florida; and

**WHEREAS**, the Board of Supervisors of the District desires to designate certain Officers of the District.

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

**SECTION 1.** \_\_\_\_\_ is appointed Chair.

**SECTION 2.** \_\_\_\_\_ is appointed Vice Chair.

**SECTION 3.** Chesley E Adams, Jr. is appointed Secretary.

\_\_\_\_\_ is appointed Assistant Secretary.

\_\_\_\_\_ is appointed Assistant Secretary.

\_\_\_\_\_ is appointed Assistant Secretary.

Craig Wrathell is appointed Assistant Secretary.

**SECTION 4.** This Resolution supersedes any prior appointments made by the Board for Chair, Vice Chair, Secretary and Assistant Secretaries; however, prior appointments by the Board for Treasurer and Assistant Treasurer(s) remain unaffected by this Resolution.

**Section 5.** This Resolution shall become effective immediately upon its adoption.

[REMAINDER OF PGE INTENTIONALLY LEFT BLANK]



**PASSED AND ADOPTED** this 26th day of May, 2022.

**ATTEST:**

**TAMARINDO COMMUNITY DEVELOPMENT  
DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

# **TAMARINDO**

**COMMUNITY DEVELOPMENT DISTRICT**

**6**

## RESOLUTION 2022-04

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TAMARINDO COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENDED AND RESTATED PROMPT PAYMENT POLICIES AND PROCEDURES PURSUANT TO CHAPTER 218, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Tamarindo Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Collier County, Florida; and

**WHEREAS**, Chapter 218, *Florida Statutes*, requires timely payment to vendors and contractors providing certain goods and/or services to the District; and

**WHEREAS**, the Board of Supervisors of the District (“Board”) has previously adopted the *Prompt Payment Policies and Procedures* (“Policies”) to govern prompt payments; and

**WHEREAS**, to provide for efficient and effective District operations and to maintain compliance with recent changes to Florida law, the Board finds that it is in the best interests of the District to adopt by resolution the *Amended and Restated Prompt Payment Policies and Procedures* (“Amended Policies”), attached hereto as **Exhibit A**, for immediate use and application.

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

**SECTION 1.** The Amended Policies, attached hereto as **Exhibit A**, are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Amended Policies shall remain in full force and effect until such time as the Board may amend or replace them; provided, however, that as the provisions of Chapter 218, *Florida Statutes*, are amended from time to time, the attached Amended Policies shall automatically be amended to incorporate the new requirements of law without any further action by the Board.

**SECTION 2.** The Amended Policies hereby adopted supplant and replace all previous versions of the Policies (if any).

**SECTION 3.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 4.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 26th day of May, 2022.

ATTEST:

**TAMARINDO COMMUNITY DEVELOPMENT  
DISTRICT**

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

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**Exhibit A:** Amended and Restated Prompt Payment Policies and Procedures

# **EXHIBIT A**

## **TAMARINDO COMMUNITY DEVELOPMENT DISTRICT**

### **Amended & Restated Prompt Payment Policies and Procedures**

**In Accordance with the Local Government Prompt Payment Act  
Chapter 218, Part VII, *Florida Statutes***

**May 26, 2022**

**Tamarindo Community Development District**  
**Amended and Restated Prompt Payment Policies and Procedures**

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**I. Purpose**

In accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, *Florida Statutes*) (“PPA”), the purpose of the Tamarindo Community Development District (“District”) Amended and Restated Prompt Payment Policies and Procedures (“Policies & Procedures”) is to provide a specific policy to ensure timely payment to Vendors and Contractors (both hereinafter defined) providing goods and/or services to the District and ensure the timely receipt by the District of goods and/or services contemplated at the time of contracting. Please note that the PPA, like any statute or law, may be amended from time to time by legislative action. These Policies & Procedures are based on the statutory requirements as of the date identified on the cover page of this document. By this reference, as applicable statutory provisions subsequently change, these Policies & Procedures shall automatically be amended to incorporate the new requirements of law. These Policies & Procedures are adopted by the District to provide guidance in contracting matters. Failure by the District to comply with these Policies & Procedures shall not expand the rights or remedies of any Provider (hereinafter defined) against the District under the PPA. Nothing contained herein shall be interpreted as more restrictive on the District than what is provided for in the PPA.

**II. Scope**

These Policies & Procedures apply to all operations of the District, including Construction Services and Non-Construction Goods and Services, as applicable.

**III. Definitions**

**A. Agent**

The District-contracted architect, District-contracted engineer, District Manager, or other person, acting on behalf of the District, which is required by law or contract to review invoices or payment requests from Providers (hereinafter defined). Such individuals/entities must be identified in accordance with §218.735 (1), Fla. Stat., and further identified in the relevant agreement between the District and the Provider.

**B. Construction Services**

All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvement to real property that require a license under parts I and II of Chapter 489, Fla. Stat.

**C. Contractor or Provider of Construction Services**

The entity or individual that provides Construction Services through direct contract with the District.

**D. Date Stamped**

Each original and revised invoice or payment request received by the District shall be marked electronically or manually, by use of a date stamp or other method,

which date marking clearly indicates the date such invoice or payment request is first delivered to the District through its Agent. In the event that the Agent receives an invoice or payment request, but fails to timely or physically mark on the document the date received, "Date Stamped" shall mean the date of actual receipt by the Agent.

**E. Improper Invoice**

An invoice that does not conform to the requirements of a Proper Invoice.

**F. Improper Payment Request**

A request for payment for Construction Services that does not conform to the requirements of a Proper Payment Request.

**G. Non-Construction Goods and Services**

All labor, services, goods and materials provided in connection with anything other than construction, alteration, repair, demolition, reconstruction, or other improvements to real property.

**H. Proper Invoice**

An invoice that conforms to all statutory requirements, all requirements of these Policies and Procedures not expressly waived by the District and any additional requirements included in the agreement for goods and/or services for which the invoice is submitted not expressly waived by the District.

**I. Proper Payment Request**

A request for payment for Construction Services which conforms to all statutory requirements, all requirements of these Policies & Procedures not expressly waived by the District and any additional requirements included in the Construction Services agreement for which the Payment Request is submitted not expressly waived by the District.

**J. Provider**

Includes any Vendor, Contractor or Provider of Construction Services, as defined herein.

**K. Purchase**

The purchase of goods, materials, services, or Construction Services; the purchase or lease of personal property; or the lease of real property by the District.

**L. Vendor**

Any person or entity that sells goods or services, sells or leases personal property, or leases real property directly to the District, not including Construction Services.



#### **IV. Proper Invoice/Payment Request Requirements**

##### **A. General**

Prior to Provider receiving payment from the District, Non-Construction Goods and Services and Construction Services, as applicable, shall be received and performed in accordance with contractual or other specifications or requirements to the satisfaction of the District. Provision or delivery of Non-Construction Goods and Services to the District does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be made only after delivery and inspection by the Agent and the Agent's confirmation that the Non-Construction Goods and Services or Construction Services meet contract specifications and conditions. Should the Non-Construction Goods and Services or Construction Services differ in any respect from the specifications, payment may be withheld until such time as the Provider takes necessary corrective action. Certain limited exceptions which require payment in advance are permitted when authorized by the District Board of Supervisors ("Board") or when provided for in the applicable agreement.

##### **B. Sales Tax**

Providers should not include sales tax on any invoice or payment request. The District's current tax-exempt number is 85-8018255490C-9. A copy of the tax-exempt form will be supplied to Providers upon request.

##### **C. Federal Identification and Social Security Numbers**

Providers are paid using either a Federal Identification Number or Social Security Number. To receive payment, Providers should supply the District with the correct number as well as a proper Internal Revenue Service W-9 Form. The District Manager shall treat information provided in accordance with Florida law.

Providers should notify the District Manager when changes in data occur (telephone 561-571-0010 / email: [adamsc@whhassociates.com](mailto:adamsc@whhassociates.com)).

##### **D. Proper Invoice for Non-Construction Goods and Services**

All Non-Construction Goods and Services invoiced must be supplied or performed in accordance with the applicable purchase order (including any bid/proposal provided, if applicable) or agreement and such Non-Construction Goods and Services quantity and quality must be equal to or better than what is required by such terms. Unless otherwise specified in the applicable agreement, invoices should contain all of the following minimum information in order to be considered a Proper Invoice:

1. Name of Vendor
2. Remittance address
3. Invoice Date

4. Invoice number
5. The “Bill To” party must be the District or the Board, or other entity approved in writing by the Board of the District Manager
6. Project name (if applicable)
7. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of goods* should also contain:
  - a. A complete item description
  - b. Quantity purchased
  - c. Unit price(s)
  - d. Total price (for each item)
  - e. Total amount of invoice (all items)
  - f. The location and date(s) of delivery of the goods to the District
8. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of services* should also contain:
  - a. Itemized description of services performed
  - b. The location and date of delivery of the services to the District
  - c. Billing method for services performed (i.e., approved hourly rates, percentage of completion, cost plus fixed fee, direct/actual costs, etc.)
  - d. Itemization of other direct, reimbursable costs (including description and amount)
  - e. Copies of invoices for other direct, reimbursable costs (other than incidental costs such as copying) and one (1) of the following:
    - i. Copy of both sides of a cancelled check evidencing payment for costs submitted for reimbursement
    - ii. Paid receipt
    - iii. Waiver/lien release from subcontractor (if applicable)
9. Any applicable discounts
10. Any other information or documentation, which may be required or specified under the terms of the purchase order or agreement

**E. Proper Payment Request Requirements for Construction Services**

Payment Requests must conform to all requirements of Section IV, A-D above, unless otherwise specified in the terms of the applicable agreement or purchase order between the District and the Provider.

**V. Submission of Invoices and Payment Requests**

The Provider shall submit all Invoices and Payment Requests for both Construction Services and Non-Construction Goods and Services to the District’s Agent as provided in the purchase order or agreement, as applicable, and to the District Manager as follows:

Submit the invoice and/or payment request, with required additional material and in conformance with these Policies and Procedures, by mail, by hand delivery, or via email (Note: email is the preferred method for receipt of Non-Construction Goods and Services invoices).

- 1. Mailing and Drop Off Address**  
Tamarindo Community Development District  
c/o Wrathell, Hunt Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Attn: District Manager
- 2. Email Address**  
TamarindoCDD@DistrictAP.com

## **VI. Calculation of Payment Due Date**

### **A. Non-Construction Goods and Services Invoices**

- 1. Receipt of Proper Invoice**  
Payment is due from the District forty-five (45) days from the date on which a Proper Invoice is Date Stamped.
- 2. Receipt of Improper Invoice**  
If an Improper Invoice is received, a required invoice is not received, or invoicing of a request for payment is not required, the time when payment is due from the District is forty-five (45) days from the latest date of the following:
  - a. On which delivery of personal property is fully accepted by the District;
  - b. On which services are completed and accepted by the District;
  - c. On which the contracted rental period begins (if applicable); or
  - d. On which the District and the Vendor agree in a written agreement that provides payment due dates.
- 3. Rejection of an Improper Invoice**  
The District may reject an Improper Invoice. Within ten (10) days of receipt of the Improper Invoice by the District, the Vendor must be notified that the invoice is improper and be given an opportunity to correct the deficient or missing information, remedy the faulty work, replace the defective goods, or take other necessary, remedial action.

The District's rejection of an Improper Invoice must:

- a. Be provided in writing;
- b. Specify any and all known deficiencies; and
- c. State actions necessary to correct the Improper Invoice.

If the Vendor submits a corrected invoice, which corrects the deficiencies specified in the District's written rejection, the District must pay the

corrected invoice within the later of: (a) ten (10) business days after date the corrected invoice is Date Stamped; or (b) forty-five (45) days after the date the Improper Invoice was Date Stamped.

If the Vendor submits an invoice in response to the District's written rejection which fails to correct the deficiencies specified or continues to be an Improper Invoice, the District must reject that invoice as stated herein.

**4. Payment of Undisputed Portion of Invoice**

If the District disputes a portion of an invoice, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in these Policies & Procedures.

**B. Payment Requests for Construction Services**

**1. Receipt of Proper Payment Request**

The time at which payment is due for Construction Services from the District is as follows:

- a. If an Agent must approve the payment request before it is submitted to the District Manager, payment (whether full or partial) is due twenty-five (25) business days after the payment request is Date Stamped. The Provider may send the District an overdue notice. If the payment request is not rejected within four (4) business days after Date Stamp of the overdue notice, the payment request shall be deemed accepted, except for any portion of the payment request that is fraudulent, misleading or is the subject of dispute.

The agreement between the District and the Provider shall identify the Agent to which the Provider shall submit its payment request, or shall be provided by the District through a separate written notice no later than ten (10) days after contract award or notice to proceed, whichever is later. Provider's submission of a payment request to the Agent shall be Date Stamped, which shall commence the time periods for payment or rejection of a payment request or invoice as provided in this section.

- b. If, pursuant to contract, an Agent is not required to approve the payment request submitted to the District, payment is due twenty (20) business days after the payment request is Date Stamped unless such payment request includes fraudulent or misleading information or is the subject of dispute.

**2. Receipt and Rejection of Improper Payment Request**

- a. If an Improper Payment Request is received, the District must reject the Improper Payment Request within twenty (20) business days after the date on which the payment request is Date Stamped.
- b. The District's rejection of the Improper Payment Request must:
  - i. Be provided in writing;
  - ii. Specify any and all known deficiencies; and
  - iii. State actions necessary to correct the Improper Invoice.
- c. If a Provider submits a payment request which corrects the deficiency specified in the District's written rejection, the District must pay or reject the corrected submission no later than ten (10) business days after the date the corrected payment request is Date Stamped.

**3. Payment of Undisputed Portion of Payment Request**

If the District disputes a portion of a payment request, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in this section.

**VII. Resolution of Disputes**

If a dispute arises between a Provider and the District concerning payment of an invoice or payment request, the dispute shall be resolved as set forth in §218.735, Fla. Stat., for Construction Services, and §218.76, Fla. Stat. for Non-Construction Goods and Services.

**A. Dispute between the District and a Provider**

If a dispute between the District and a Provider cannot be resolved following resubmission of a payment request by the Provider, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction contract, if any. In the absence of a prescribed procedure in the contract, the dispute must be resolved by the procedures specified below.

**B. Dispute Resolution Procedures**

- 1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.

2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.
3. With regard to contracts executed on or after July 1, 2021, if the District does not commence the dispute resolution procedure within the time provided herein, a Provider may give written notice via certified mail to the Agent, copying the District Manager, of the District's failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within 4 business days after receipt of such notice, any amounts resolved in the Provider's favor shall bear mandatory interest, as set forth in section 218.735(9), Florida Statutes, from the date on which the payment request or invoice containing the disputed amounts was Date Stamped. If the dispute resolution procedure is not commenced within 4 business days after receipt of the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Provider of its contractual obligations.
4. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider.
5. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
6. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.

7. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider. If the costs of the third party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

### **VIII. Purchases Involving Federal Funds or Bond Funds**

When the District intends to pay for a purchase with federal funds or bond funds, the District shall make such purchases only upon reasonable assurances that federal funds or bond funds sufficient to cover the cost will be received. When payment is contingent upon the receipt of bond funds, federal funds or federal approval, the public procurement documents and any agreement with a Provider shall clearly state such contingency. (§218.77, Fla. Stat.).

### **IX. Requirements for Construction Services Contracts – Project Completion; Retainage**

The District intends to follow the PPA requirements for construction project completion and retainage, including, but not limited to, §218.735 (7) and (8), Fla. Stat.

### **X. Late Payment Interest Charges**

Failure on the part of the District to make timely payments may result in District responsibility for late payment interest charges. No agreement between the District and a Provider may prohibit the collection of late payment interest charges allowable under the PPA as mandatory interest. (§218.75, Fla. Stat.).

#### **A. Related to Non-Construction Goods and Services**

All payments due from the District, and not made within the time specified within this policy, will bear interest, from thirty (30) days after the due date, at the rate of one percent (1%) per month on the unpaid balance. The Vendor must submit a Proper Invoice to the District for any interest accrued in order to receive the interest payment. (§218.735(9), Fla. Stat.).

An overdue period of less than one (1) month is considered as one (1) month in computing interest. Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

**B. Related to Construction Services**

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month for contracts executed on or before June 30, 2021, and at the rate of two percent (2%) per month for contracts executed on or after July 1, 2021, or the rate specified by agreement, whichever is greater. §218.735(9), Fla. Stat. The Provider must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§218.74 (4), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

**C. Report of Interest**

If the total amount of interest paid during the preceding fiscal year exceeds \$250, the District Manager is required to submit a report to the Board during December of each year, stating the number of interest payments made and the total amount of such payments. (§218.78, Fla. Stat.).



# **TAMARINDO**

**COMMUNITY DEVELOPMENT DISTRICT**

**7**

**RESOLUTION 2022-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TAMARINDO COMMUNITY DEVELOPMENT DISTRICT GRANTING THE CHAIR AND VICE CHAIR THE AUTHORITY TO EXECUTE REAL AND PERSONAL PROPERTY CONVEYANCE AND DEDICATION DOCUMENTS, PLATS AND OTHER DOCUMENTS RELATED TO THE DEVELOPMENT OF THE DISTRICT'S IMPROVEMENTS; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure, including but not limited to, roadways, stormwater management, utilities (water and sewer), offsite improvements, amenity, hardscaping/landscaping/irrigation/lighting; and

**WHEREAS**, the District has adopted or intends to adopt an "**Engineer's Report**," which sets forth the scope of the District's capital improvement plan and the improvements which are to be constructed thereto (the "**Improvements**"); and

**WHEREAS**, in connection with the development of the Improvements in accordance with the Engineer's Report, the District may, from time to time, (i) obtain and/or accept permits, approvals, right-of-way agreements and other similar documents from governmental entities for the construction and/or operation of the Improvements, and (ii) accept, convey and dedicate certain interests in real and personal property (e.g., roads, utilities, stormwater improvements, and other systems), and, for those purposes, may execute plats, deeds, easements, bills of sale, permit transfer documents, agreements, and other documents necessary for the conveyance and/or operation of Improvements, work product and land ((i) and (ii) together, the "**Conveyance Documents**"); and

**WHEREAS**, to facilitate the efficient development of the Improvements, the District desires to authorize the Chair, and other officers in the Chair's absence, to approve and execute the Conveyance Documents; and

**WHEREAS**, the Board of Supervisors finds that granting such authority is in the best interests of the District so that the development of the Improvements may proceed expeditiously, subject to the terms and limitations imposed by this Resolution.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TAMARINDO COMMUNITY DEVELOPMENT DISTRICT:**

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

**2. DELEGATION OF AUTHORITY.** The Chair of the District’s Board of Supervisors is hereby authorized to sign, accept and/or execute Conveyance Documents as defined above. The Vice Chair or Secretary of the District’s Board of Supervisors is hereby authorized to sign, accept and/or execute any such Conveyance Documents in the Chair’s absence. The Vice Chair, Secretary, and Assistant Secretaries of the District’s Board of Supervisors are hereby authorized to counter-sign such Conveyance Documents. Such authority shall be subject to the review and approval of the District Engineer and District Manager, in consultation with District Counsel.

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

**4. EFFECTIVE DATE.** This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed. This Resolution shall also apply to ratify all prior approvals and/or executions of Conveyance Documents.

**PASSED AND ADOPTED** this 26th day of May, 2022.

ATTEST:

**TAMARINDO COMMUNITY DEVELOPMENT  
DISTRICT**

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

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

# **TAMARINDO**

**COMMUNITY DEVELOPMENT DISTRICT**

**8**

**RESOLUTION 2022-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TAMARINDO COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2022/2023 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Tamarindo Community Development District (“**District**”) prior to June 15, 2022, a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (“**Fiscal Year 2022/2023**”); and

**WHEREAS**, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2022/2023 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: \_\_\_\_\_, 2022

HOUR: 1:15 P.M.

LOCATION: Offices of RWA, Inc.  
6610 Willow Park Drive, Suite #200  
Naples, FL 34109

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Collier County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 26TH DAY OF MAY, 2022.**

ATTEST:

**TAMARINDO COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

**Exhibit A (FY2022/2023 Budget)**

**TAMARINDO  
COMMUNITY DEVELOPMENT DISTRICT  
PROPOSED BUDGET  
FISCAL YEAR 2023**



**TAMARINDO  
COMMUNITY DEVELOPMENT DISTRICT  
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**TAMARINDO  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2023**

	Fiscal Year 2022				Proposed Budget FY 2023
	Adopted Budget FY 2022	Actual through 03/31/22	Projected through 09/30/22	Total Actual & Projected	
<b>REVENUES</b>					
Assessment levy: on-roll - gross	\$ -				\$ 74,259
Allowable discounts (4%)	-				(2,970)
Assessment levy: on-roll - net	-	\$ -	\$ -	\$ -	71,289
Assessment levy: off-roll	71,540	27,074	44,466	71,540	-
Developer contribution	-	-	6,356	6,356	-
Total revenues	<u>71,540</u>	<u>27,074</u>	<u>50,822</u>	<u>77,896</u>	<u>71,289</u>
<b>EXPENDITURES</b>					
<b>Professional &amp; administrative</b>					
Management/accounting/recording	38,000	19,000	19,000	38,000	38,000
Legal	10,000	2,857	7,143	10,000	10,000
Engineering	1,000	157	843	1,000	1,000
Audit	4,000	-	4,000	4,000	4,000
Arbitrage rebate calculation	750	-	750	750	750
Dissemination agent	1,000	500	500	1,000	1,000
Trustee	4,000	-	4,000	4,000	4,000
Telephone	400	200	200	400	400
Postage	750	16	734	750	750
Printing & binding	750	375	375	750	750
Legal advertising	1,500	301	500	801	1,000
Annual special district fee	175	175	-	175	175
Insurance	5,300	5,175	125	5,300	5,300
Contingencies/bank charges	3,000	140	500	640	650
Website					
Hosting & maintenance	705	705	-	705	705
ADA compliance	210	-	210	210	210
Property appraiser and Tax collector	-	-	-	-	2,599
Total professional & administrative	<u>71,540</u>	<u>29,601</u>	<u>38,880</u>	<u>68,481</u>	<u>71,289</u>
Total expenditures	<u>71,540</u>	<u>29,601</u>	<u>38,880</u>	<u>68,481</u>	<u>71,289</u>
Net increase/(decrease) of fund balance	-	(2,527)	11,942	9,415	-
Fund balance - beginning (unaudited)	-	(6,356)	(8,883)	(6,356)	3,059
Fund balance - ending (projected)	<u>\$ -</u>	<u>\$ (8,883)</u>	<u>\$ 3,059</u>	<u>\$ 3,059</u>	<u>\$ 3,059</u>

**TAMARINDO  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES**

**Professional & administrative**

Management/accounting/recording	\$ 38,000
<p><b>Wrathell, Hunt and Associates, LLC</b> (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.</p>	
Legal	10,000
<p>General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.</p>	
Engineering	1,000
<p>The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.</p>	
Audit	4,000
<p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p>	
Arbitrage rebate calculation	750
<p>To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p>	
Dissemination agent	1,000
<p>The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt &amp; Associates serves as dissemination agent.</p>	
Trustee	4,000
<p>Annual fee for the service provided by trustee, paying agent and registrar.</p>	
Telephone	400
<p>Telephone and fax machine.</p>	
Postage	750
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Printing & binding	750
<p>Letterhead, envelopes, copies, agenda packages, etc.</p>	
Legal advertising	1,000
<p>The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.</p>	
Annual special district fee	175
<p>Annual fee paid to the Florida Department of Economic Opportunity.</p>	
Insurance	5,300
<p>The District will obtain public officials and general liability insurance.</p>	
Contingencies/bank charges	650
<p>Bank charges, automated AP routing and other miscellaneous expenses incurred during the year.</p>	
Website	
Hosting & maintenance	705
ADA compliance	210
Property appraiser and Tax collector	2,599
Total expenditures	<u><u>\$ 71,289</u></u>

**TAMARINDO  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND BUDGET - SERIES 2021  
FISCAL YEAR 2023**

	Fiscal Year 2022				Proposed Budget FY 2023
	Adopted Budget FY 2022	Actual through 03/31/22	Projected through 09/30/22	Total Actual & Projected	
<b>REVENUES</b>					
Assessment levy: on-roll	\$ -				\$ 313,168
Allowable discounts (4%)	-				(12,527)
Net assessment levy - on-roll	-	\$ -	\$ -	\$ -	300,641
Assessment levy: off-roll	289,679	-	289,679	289,679	-
Interest	-	6	-	6	-
Total revenues	<u>289,679</u>	<u>6</u>	<u>289,679</u>	<u>289,685</u>	<u>300,641</u>
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	105,000	-	105,000	105,000	110,000
Interest	193,801	102,719	91,082	193,801	179,669
Property appraiser and Tax collector	-	-	-	-	10,961
Total expenditures	<u>298,801</u>	<u>102,719</u>	<u>196,082</u>	<u>298,801</u>	<u>300,630</u>
Excess/(deficiency) of revenues over/(under) expenditures	(9,122)	(102,713)	93,597	(9,116)	11
<b>OTHER FINANCING SOURCES/(USES)</b>					
Transfers in	-	(5)	-	(5)	-
Total other financing sources/(uses)	<u>-</u>	<u>(5)</u>	<u>-</u>	<u>(5)</u>	<u>-</u>
Fund balance:					
Net increase/(decrease) in fund balance	(9,122)	(102,718)	93,597	(9,121)	11
Beginning fund balance (unaudited)	247,235	244,761	142,043	244,761	235,640
Ending fund balance (projected)	<u>\$238,113</u>	<u>\$ 142,043</u>	<u>\$ 235,640</u>	<u>\$ 235,640</u>	<u>235,651</u>
Use of fund balance:					
Debt service reserve account balance (required)					(144,841)
Interest expense - November 1, 2023					(88,528)
Projected fund balance surplus/(deficit) as of September 30, 2023					<u>\$ 2,282</u>

**TAMARINDO  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2021 AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
11/01/21			102,719.41	102,719.41	5,195,000.00
05/01/22	105,000.00	2.375%	91,081.25	196,081.25	5,090,000.00
11/01/22			89,834.38	89,834.38	5,090,000.00
05/01/23	110,000.00	2.375%	89,834.38	199,834.38	4,980,000.00
11/01/23			88,528.13	88,528.13	4,980,000.00
05/01/24	110,000.00	2.375%	88,528.13	198,528.13	4,870,000.00
11/01/24			87,221.88	87,221.88	4,870,000.00
05/01/25	115,000.00	2.375%	87,221.88	202,221.88	4,755,000.00
11/01/25			85,856.25	85,856.25	4,755,000.00
05/01/26	115,000.00	2.375%	85,856.25	200,856.25	4,640,000.00
11/01/26			84,490.63	84,490.63	4,640,000.00
05/01/27	120,000.00	3.000%	84,490.63	204,490.63	4,520,000.00
11/01/27			82,690.63	82,690.63	4,520,000.00
05/01/28	125,000.00	3.000%	82,690.63	207,690.63	4,395,000.00
11/01/28			80,815.63	80,815.63	4,395,000.00
05/01/29	130,000.00	3.000%	80,815.63	210,815.63	4,265,000.00
11/01/29			78,865.63	78,865.63	4,265,000.00
05/01/30	130,000.00	3.000%	78,865.63	208,865.63	4,135,000.00
11/01/30			76,915.63	76,915.63	4,135,000.00
05/01/31	135,000.00	3.000%	76,915.63	211,915.63	4,000,000.00
11/01/31			74,890.63	74,890.63	4,000,000.00
05/01/32	140,000.00	3.375%	74,890.63	214,890.63	3,860,000.00
11/01/32			72,528.13	72,528.13	3,860,000.00
05/01/33	145,000.00	3.375%	72,528.13	217,528.13	3,715,000.00
11/01/33			70,081.25	70,081.25	3,715,000.00
05/01/34	150,000.00	3.375%	70,081.25	220,081.25	3,565,000.00
11/01/34			67,550.00	67,550.00	3,565,000.00
05/01/35	155,000.00	3.375%	67,550.00	222,550.00	3,410,000.00
11/01/35			64,934.38	64,934.38	3,410,000.00
05/01/36	160,000.00	3.375%	64,934.38	224,934.38	3,250,000.00
11/01/36			62,234.38	62,234.38	3,250,000.00
05/01/37	165,000.00	3.375%	62,234.38	227,234.38	3,085,000.00
11/01/37			59,450.00	59,450.00	3,085,000.00
05/01/38	170,000.00	3.375%	59,450.00	229,450.00	2,915,000.00
11/01/38			56,581.25	56,581.25	2,915,000.00
05/01/39	175,000.00	3.375%	56,581.25	231,581.25	2,740,000.00
11/01/39			53,628.13	53,628.13	2,740,000.00
05/01/40	185,000.00	3.375%	53,628.13	238,628.13	2,555,000.00
11/01/40			50,506.25	50,506.25	2,555,000.00
05/01/41	190,000.00	3.375%	50,506.25	240,506.25	2,365,000.00
11/01/41			47,300.00	47,300.00	2,365,000.00
05/01/42	195,000.00	4.000%	47,300.00	242,300.00	2,170,000.00
11/01/42			43,400.00	43,400.00	2,170,000.00
05/01/43	205,000.00	4.000%	43,400.00	248,400.00	1,965,000.00

**TAMARINDO  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2021 AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
11/01/43			39,300.00	39,300.00	1,965,000.00
05/01/44	215,000.00	4.000%	39,300.00	254,300.00	1,750,000.00
11/01/44			35,000.00	35,000.00	1,750,000.00
05/01/45	220,000.00	4.000%	35,000.00	255,000.00	1,530,000.00
11/01/45			30,600.00	30,600.00	1,530,000.00
05/01/46	230,000.00	4.000%	30,600.00	260,600.00	1,300,000.00
11/01/46			26,000.00	26,000.00	1,300,000.00
05/01/47	240,000.00	4.000%	26,000.00	266,000.00	1,060,000.00
11/01/47			21,200.00	21,200.00	1,060,000.00
05/01/48	250,000.00	4.000%	21,200.00	271,200.00	810,000.00
11/01/48			16,200.00	16,200.00	810,000.00
05/01/49	260,000.00	4.000%	16,200.00	276,200.00	550,000.00
11/01/49			11,000.00	11,000.00	550,000.00
05/01/50	270,000.00	4.000%	11,000.00	281,000.00	280,000.00
11/01/50			5,600.00	5,600.00	280,000.00
05/01/51	280,000.00	4.000%	5,600.00	285,600.00	-
<b>Total</b>	<b>5,195,000.00</b>		<b>3,520,207.04</b>	<b>8,715,207.04</b>	

**TAMARINDO  
COMMUNITY DEVELOPMENT DISTRICT  
ASSESSMENT COMPARISON  
PROJECTED FISCAL YEAR 2023 ASSESSMENTS**

On-Roll Assessments
---------------------

	Units	FY 2023 O&M Assessment per Unit	FY 2023 DS Assessment per Unit	FY 2023 Total Assessment per Unit	FY 2022 Total Assessment per Unit
SF	251	\$ 295.85	\$ 1,247.68	\$ 1,543.53	\$ 1,439.12
Total	251				

# **TAMARINDO**

**COMMUNITY DEVELOPMENT DISTRICT**

**9**



**RESOLUTION 2022-07**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TAMARINDO COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION FOR A LANDOWNERS' MEETING; PROVIDING FOR PUBLICATION, PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE**

**WHEREAS**, Tamarindo Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Collier County, Florida; and

**WHEREAS**, the District's Board of Supervisors (the "**Board**") is statutorily authorized to exercise the powers granted to the District; and

**WHEREAS**, all meetings of the Board shall be open to the public and governed by provisions of Chapter 286, *Florida Statutes*; and

**WHEREAS**, the effective date of Collier County Ordinance No. 2020-19 creating the District (the "**Ordinance**") July 21, 2020; and

**WHEREAS**, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing Board of Supervisors for the District on the first Tuesday in November, which shall be noticed pursuant to Section 190.006(2)(a), *Florida Statutes*.

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

**SECTION 1.** In accordance with section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect three (3) supervisors of the District, shall be held on the 1st day of November, 2022 at \_\_\_\_ a/p.m. at \_\_\_\_\_.

**SECTION 2.** The District's Secretary is hereby directed to publish notice of this landowners meeting in accordance with the requirements of Section 190.006(2)(a), *Florida Statutes*.

**SECTION 3.** Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election is hereby announced by the Board at its May 26, 2022 meeting. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the at the office of the District Manager, Wrathell, Hunt & Associates, LLC, located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

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

**PASSED AND ADOPTED THIS 26TH DAY OF MAY, 2022.**

**ATTEST:**

**TAMARINDO COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

**EXHIBIT A**

**NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE TAMARINDO COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given to the public and all landowners within Tamarindo Community Development District (“**District**”) in Collier County, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) persons to the District Board of Supervisors. Immediately following the landowners’ meeting, there will be convened a meeting of the Board of Supervisors for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November 1, 2022

TIME: \_\_\_\_\_ a/p.m.

PLACE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. At said meeting, each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner’s proxy. At the landowners’ meeting, the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners’ meeting and the Board of Supervisors meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Office at (877) 276-0889, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770 for aid in contacting the District Office.

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

\_\_\_\_\_  
District Manager

Run Date(s): \_\_\_\_\_ & \_\_\_\_\_

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF  
TAMARINDO COMMUNITY DEVELOPMENT DISTRICT  
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: **November 1, 2022**

TIME: \_\_\_\_\_ a/p.m.

LOCATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Pursuant to Chapter 190, Florida Statutes, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), Florida Statutes.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. Please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

Three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

**LANDOWNER PROXY**

**TAMARINDO COMMUNITY DEVELOPMENT DISTRICT  
COLLIER COUNTY, FLORIDA  
LANDOWNERS' MEETING – NOVEMBER 1, 2022**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints \_\_\_\_\_ (**"Proxy Holder"**) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Tamarindo Community Development District to be held at \_\_\_\_\_ a/p.m., on November 1st, 2022, at \_\_\_\_\_ and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the Proxy Holder's exercising the voting rights conferred herein.

\_\_\_\_\_  
Printed Name of Legal Owner

\_\_\_\_\_  
Signature of Legal Owner

\_\_\_\_\_  
Date

<u>Parcel Description</u>	<u>Acreage</u>	<u>Authorized Votes</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

**Total Number of Authorized Votes:** \_\_\_\_\_

NOTES: Pursuant to Section 190.006(2)(b), Florida Statutes (2016), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

**OFFICIAL BALLOT**  
**TAMARINDO COMMUNITY DEVELOPMENT DISTRICT**  
**COLLIER COUNTY, FLORIDA**  
**LANDOWNERS' MEETING - NOVEMBER 1, 2022**

**For Election (3 Supervisors):** The two (2) candidates receiving the highest number of votes will each receive a four (4)-year term, and the one (1) candidate receiving the next highest number of votes will receive a two (2)-year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Tamarindo Community Development District and described as follows:

<u>Description</u>	<u>Acreage</u>
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

**Attach Proxy.**

I, \_\_\_\_\_, as Landowner, or as the proxy holder of \_\_\_\_\_ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT #	NAME OF CANDIDATE	NUMBER OF VOTES
3		
4		
5		

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

Signed: \_\_\_\_\_

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



# **TAMARINDO**

**COMMUNITY DEVELOPMENT DISTRICT**

**10**

## CDD / HOA MAINTENANCE AGREEMENT

THIS CDD / HOA MAINTENANCE AGREEMENT is made and entered into this 26th day of May, 2022, by and between:

**Tamarindo Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Collier County, Florida, and whose mailing address is c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"); and

**Tamarindo Community Association, Inc.**, a Florida not-for-profit corporation, whose address is 215 Celebration Place, Suite 115, Celebration, Florida 34747 ("**Association**").

### RECITALS

**WHEREAS**, the District was established by ordinance adopted by Collier County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended ("**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

**WHEREAS**, the District presently owns various systems, facilities and infrastructure including, but not limited to, stormwater management improvements and wetlands, and perimeter landscaping, irrigation, hardscape and other improvements; and

**WHEREAS**, the District desires to provide for the operation, maintenance and repair of the improvements described in **Exhibit A** attached hereto ("**Work**"), across the lands owned by the District from time to time ("**Property**"); and

**WHEREAS**, the Association is a not-for-profit corporation owning, operating and maintaining various improvements and facilities for the community that the District serves; and

**WHEREAS**, the residents within the community that are served by both the Association and the District benefit from the improvements and may be required to pay for the cost of the Work, regardless of whether such Work is conducted by the Association or the District; and

**WHEREAS**, for ease of administration, potential cost savings to property owners and residents and the benefits of full-time, on-site operation and maintenance personnel, the District desires to contract with the Association to provide the Work; and

**WHEREAS**, the Association represents that it is qualified, either in its own right or through its officers, employees, contractors and/or affiliates, to provide the Work and desires to contract with the District to do so in accordance with the terms of this Agreement.

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

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

## SECTION 2. SCOPE OF WORK.

- A. **Work.** Association shall be responsible for providing, or causing to be provided, the Work in an efficient, lawful and satisfactory manner. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. Association shall be responsible for all of its contractors or subcontractors that perform the Work as if the Association itself were performing such Work.
- B. **Inspection.** Association shall conduct regular inspections of all Property and report any irregularities to the District Manager, or his designated representative, and shall correct any irregularities in accordance with the terms of this Agreement.
- C. **Repair and Maintenance.** Association shall make, or cause to be made, such routine repair work or normal maintenance to the Property as may be required for the operation or physical protection of the Property. Association shall promptly cause emergency repairs to be made when such repairs are necessary for the preservation and safety of persons and/or property, or when the repairs are required to be made to avoid the suspension of any Work. Association shall immediately notify the District Manager, or a designated representative, concerning the need for emergency repairs.
- D. **Investigation and Report of Accidents/Claims.** Association shall promptly investigate and provide a full written report to the District Manager as to all accidents or claims for damage relating to the improvements or the Work. Such report shall at a minimum include a description of any damage or destruction of property and the estimated cost of repair. Association shall cooperate and make any and all reports required by any insurance company or the District in connection with any accident or claim. Association shall not file any claims with the District's insurance company without the prior consent of the District's Board of Supervisors.
- E. **Adherence to District Rules, Regulations and Policies.** Association shall ensure that Association's officers, employees, contractors and affiliates are familiar with all District policies and procedures and are informed with respect to the rules, regulations and notices as may be promulgated by the District from time to time and Association shall ensure that said persons conform therewith. Association assures the District that all third parties will be dealt with at arm's length, and that the District's interest will be best served at all times.
- F. **Care of the District's Improvements.** Association shall use all due care to protect the property of the District, its residents and landowners from damage by Association or its officers, employees, contractors and affiliates. Association agrees to repair any damage resulting from the activities and work of the Association or its officers, employees, contractors and affiliates. The District is not responsible for the cost of repairs from damage resulting from the acts or omissions of the Association or its officers, employees, contractors and affiliates.
- G. **Staffing and Billing.** Association shall be solely responsible for the staffing, budgeting, financing, billing and collection of fees, assessments, service charges, etc., necessary to perform the Work.
- H. **Designation of District Representative.** The District shall designate in writing a person to act as the District's representative with respect to the Work. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements

and systems pertinent to the Work. The District hereby designates the District Manager to act as its representative.

- I. **Weekly Reports.** The Association agrees to meet with the District's representative no less than one time per month to walk the Property to discuss conditions, schedules, and items of concern regarding this Agreement.

**SECTION 3. COMPENSATION.** The Association shall provide the Work at no cost to the District. The Association shall not be entitled, for any reason, to reimbursement or refund of any funds expended in the performance of its obligations under this Agreement. The Association agrees that there is sufficient consideration for this Agreement because, among other reasons, the Association benefits from the contracting efficiencies in having all of the public and community infrastructure maintained by a single entity.

**SECTION 4. TERM.** This Agreement commences on the date first written above and continues through September 30, 2022 ("**Initial Term**"). This Agreement shall automatically renew for annual periods thereafter unless terminated pursuant to the terms of this Agreement.

**SECTION 5. INSURANCE.** The Association and its contractors performing any part of the Work shall maintain or cause to be maintained, at its / or their own expense 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 legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability.
- C. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit for bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Association and/or its contractors of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

**SECTION 6. 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.

**SECTION 7. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Association shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances relating to the Property, including but not limited to any applicable permits or other regulatory approvals.

**SECTION 8. LIENS AND CLAIMS.** The Association shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Association shall keep the District property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Association's performance under this Agreement, and the Association shall immediately discharge any such claim or lien.

**SECTION 9. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. Without intending to limit the foregoing, the District shall have a “self-help” remedy whereby, in the event of a default by the Association, the District may provide the Work and charge the cost of the Work to the Association, provided that the District first provide the Association with a reasonable opportunity to cure any default. Nothing contained in this Agreement shall limit or impair the District’s right to protect its rights from interference by a third party to this Agreement.

**SECTION 10. CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that each party shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the party seeking to enforce the conditions and agreements in refraining from so doing; and further, that the failure of a party at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

**SECTION 11. SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this Agreement, except as expressly limited in this Agreement.

**SECTION 12. TERMINATION.** At any time, either party may terminate this Agreement for any reason in its sole discretion and by providing at least sixty (60) days written notice to the other party of its intent to terminate. In the event of termination by the Association, the Association shall be required to provide the District with sufficient funds to provide for the Work contemplated by this Agreement until the District can complete its next regular budget and assessment cycle to incorporate funding into its budget and collect any necessary assessment revenues. Regardless of which party terminates this Agreement, the Association and the District shall cooperate in effectuating – to the extent the District so elects in its sole discretion – a transfer of the obligations under this Agreement including the assignment of maintenance contracts and the transfer of all documentation associated with the provision of Work hereunder including warranty documentation.

**SECTION 13. PERMITS AND LICENSES.** All permits and licenses required by any governmental agency for the operation and maintenance of the District’s improvements shall be obtained and paid for by the District. In the future, the District will hold any permits applicable to the lands within its boundaries.

**SECTION 14. ASSIGNMENT.** No party may assign this Agreement without the prior written approval of the other. Any purported assignment without such written consent shall be void.

**SECTION 15. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Association shall be acting as an independent contractor. Neither the Association nor employees of the Association, if there are any, are employees of the District. The Association agrees to assume all liabilities or obligations imposed by any applicable laws with respect to employees of the Association, if there are any, in the performance of this Agreement. The Association shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Association shall have no authority to represent the District as an agent, employee, or in any other capacity.

**SECTION 16. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 17. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the District and Association relating to the subject matter of this Agreement.

**SECTION 18. AMENDMENTS.** 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 the District and the Association.

**SECTION 19. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Association, both the District and the Association have complied with all the requirements of law, and both the District and the Association have full power and authority to comply with the terms and provisions of this instrument.

**SECTION 20. NOTICES.** All notices, requests, consents and other communications under this Agreement (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, certified/registered mail, or overnight delivery service, to the parties, at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Association may deliver Notice on behalf of the District and the Association, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

**SECTION 21. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Association and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Association any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Association and their respective representatives, successors and assigns.

**SECTION 22. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue for any dispute shall be in a court of appropriate jurisdiction in Collier County, Florida.

**SECTION 23. PUBLIC RECORDS.** The Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Association agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Association acknowledges that

the designated public records custodian for the District is its District Manager (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Association shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Association does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Association’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Association, the Association shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT C/O CRAIG WRATHELL, WRATHELL, HUNT AND ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431 PHONE (561) 571-0010, AND E-MAIL WRATHELLC@WHHASSOCIATES.COM.**

**SECTION 24. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 25. ARM’S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Association as an arm's length transaction. The District and the Association participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

**SECTION 26. 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.

IN WITNESS WHEREOF, the parties execute this Agreement to be effective the day and year first written above.

**TAMARINDO COMMUNITY DEVELOPMENT DISTRICT**

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

Its: \_\_\_\_\_

**TAMARINDO COMMUNITY ASSOCIATION, INC.**

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

Its: \_\_\_\_\_

**EXHIBIT A:** Scope of Work  
**EXHIBIT B:** Maintenance Map

DRAFT



## EXHIBIT A SCOPE OF WORK

### DISTRICT IMPROVEMENTS

The Association shall operate, maintain and repair the following District improvements, as shown in the map attached hereto as **EXHIBIT B**:

***Stormwater & Wetlands Improvements*** – Stormwater and drainage facilities, within Tracts \_\_\_\_\_, as well as within the Lake Access Easements, Drainage Easements and Lake Maintenance Easements, all as identified on the Plat. Wetlands within Tract \_\_\_\_, and within those Preserve Access Easements, as identified on the Plat.

### MAINTENANCE PROGRAM

**Monthly / As-Needed:**

- Conduct any monitoring and maintenance of any Stormwater System ponds and improvements to ensure that the District is in compliance with applicable laws, permits, easements, and other requirements.
- Common mowing of the pond banks, and weeding, edging and tree trimming will be done on an as needed basis, and in compliance with applicable permits.

**Yearly:**

- Visual inspection of stormwater facilities and repair as needed.
- Visual inspection of landscaping and other improvements to ensure that no dangerous conditions exist.

**Yearly:**

- Visual inspection of stormwater facilities and repair as needed.
- Visual inspection of landscaping and other improvements to ensure that no dangerous conditions exist.
- Pump down, inspection, and cleaning of stormwater conveyance system to remove sediment buildup. Sediment shall be properly disposed in accordance with applicable laws, permits, or other requirements.

**EXHIBIT B  
MAINTENANCE MAP**

DRAFT

# **TAMARINDO**

**COMMUNITY DEVELOPMENT DISTRICT**

**12**

**TAMARINDO  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
APRIL 30, 2022**

**TAMARINDO  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
APRIL 30, 2022**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
<b>ASSETS</b>				
Cash	\$ 49,720	\$ -	\$ -	\$ 49,720
Investments				
Revenue	-	198,662	-	198,662
Reserve	-	144,841	-	144,841
Construction	-	-	621,902	621,902
Cost of issuance	-	2,300	-	2,300
Interest	-	4	-	4
Total assets	<u>\$ 49,720</u>	<u>\$345,807</u>	<u>\$ 621,902</u>	<u>\$ 1,017,429</u>
<b>LIABILITIES AND FUND BALANCES</b>				
Liabilities:				
Accounts payable	\$ 7,555	\$ -	\$ -	\$ 7,555
Contracts payable	-	-	100,432	100,432
Retainage payable	-	-	406,351	406,351
Due to Landowner	-	5,102	-	5,102
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>13,555</u>	<u>5,102</u>	<u>506,783</u>	<u>525,440</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Unearned revenue	<u>15,387</u>	-	-	<u>15,387</u>
Total deferred inflows of resources	<u>15,387</u>	-	-	<u>15,387</u>
Fund balances:				
Restricted for:				
Debt service	-	340,705	-	340,705
Capital projects	-	-	115,119	115,119
Unassigned	<u>20,778</u>	-	-	<u>20,778</u>
Total fund balances	<u>20,778</u>	<u>340,705</u>	<u>115,119</u>	<u>476,602</u>
Total liabilities and fund balances	<u>\$ 49,720</u>	<u>\$345,807</u>	<u>\$ 621,902</u>	<u>\$ 1,017,429</u>

**TAMARINDO  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED APRIL 30, 2022**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: off-roll	\$ 26,581	\$ 53,655	\$ 71,540	75%
Landowner contribution	6,484	6,484	-	N/A
Total revenues	<u>33,065</u>	<u>60,139</u>	<u>71,540</u>	84%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Management/accounting/recording	3,167	22,167	38,000	58%
Legal	-	2,857	10,000	29%
Engineering	-	157	1,000	16%
Audit	-	-	4,000	0%
Arbitrage rebate calculation	-	-	750	0%
Dissemination agent	83	583	1,000	58%
Trustee	-	-	4,000	0%
Telephone	33	233	400	58%
Postage	-	16	750	2%
Printing & binding	63	438	750	58%
Legal advertising	-	301	1,500	20%
Annual special district fee	-	175	175	100%
Insurance	-	5,175	5,300	98%
Contingencies/bank charges	58	198	3,000	7%
Website				
Hosting & maintenance	-	705	705	100%
ADA compliance	-	-	210	0%
Total professional & administrative	<u>3,404</u>	<u>33,005</u>	<u>71,540</u>	46%
Excess/(deficiency) of revenues over/(under) expenditures	29,661	27,134	-	
Fund balances - beginning	(8,883)	(6,356)	-	
Fund balances - ending	<u>\$ 20,778</u>	<u>\$ 20,778</u>	<u>\$ -</u>	

**TAMARINDO  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2021  
FOR THE PERIOD ENDED APRIL 30, 2022**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Assessment levy: off-roll	\$ 198,662	\$ 198,662	\$ 289,679	69%
Interest	2	7	-	N/A
Total revenues	<u>198,664</u>	<u>198,669</u>	<u>289,679</u>	69%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	105,000	0%
Interest	-	102,719	193,801	53%
Total debt service	<u>-</u>	<u>102,719</u>	<u>298,801</u>	34%
Excess/(deficiency) of revenues over/(under) expenditures	198,664	95,950	(9,122)	
<b>OTHER FINANCING SOURCES/(USES)</b>				
Transfer out	<u>(1)</u>	<u>(6)</u>	-	N/A
Total other financing sources	<u>(1)</u>	<u>(6)</u>	<u>-</u>	N/A
Net change in fund balances	198,663	95,944	(9,122)	
Fund balances - beginning	142,042	244,761	247,235	
Fund balances - ending	<u>\$ 340,705</u>	<u>\$ 340,705</u>	<u>\$ 238,113</u>	

**TAMARINDO  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2021  
FOR THE PERIOD ENDED APRIL 30, 2022**

	Current Month	Year To Date
<b>REVENUES</b>		
Interest	\$ 7	\$ 58
Total revenues	7	58
<b>EXPENDITURES</b>		
Capital outlay	111,591	1,184,057
Total expenditures	111,591	1,184,057
Excess/(deficiency) of revenues over/(under) expenditures	(111,584)	(1,183,999)
<b>OTHER FINANCING SOURCES/(USES)</b>		
Transfer in	1	6
Total other financing sources/(uses)	1	6
Net change in fund balances	(111,583)	(1,183,993)
Fund balances - beginning	226,702	1,299,112
Fund balances - ending	\$ 115,119	\$ 115,119



# **TAMARINDO**

**COMMUNITY DEVELOPMENT DISTRICT**

**13**

**DRAFT**

**MINUTES OF MEETING  
TAMARINDO  
COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the Tamarindo Community Development District held a Regular Meeting on October 28, 2021 at 1:15 p.m., at the offices of RWA, Inc., 6610 Willow Park Dr., Ste. # 200, Naples, FL 34109.

**Present were:**

Christian Cotter	Chair
Mary Moulton	Vice Chair
Michael Bone	Assistant Secretary

**Also present were:**

Chuck Adams	District Manager
Jere Earlywine (via telephone)	District Counsel
Christopher Wright	District Engineer
Andre Carmack	Forestar
Jake Holsinger	Forestar

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Adams called the meeting to order at 1:22 p.m. Supervisors Cotter, Moulton and Bone were present, in person. Supervisors Vincent and Roscoe were not present.

**SECOND ORDER OF BUSINESS**

**Public Comments**

No members of the public spoke.

**THIRD ORDER OF BUSINESS**

**Consider Withdrawal of Appointment of Mark Roscoe to Seat 1 (*Term Expires November 2022*)**

Mr. Adams presented the Withdrawal of Appointment of Mark Roscoe to Seat 1.

**On MOTION by Mr. Cotter and seconded by Mr. Bone, with all in favor, the Withdrawal of Appointment of Mark Roscoe to Seat 1, was accepted.**

42 **FOURTH ORDER OF BUSINESS**

**Consider Appointment of Andre Carmack to Fill Unexpired Term of Seat 1**

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Mr. Cotter nominated Mr. Andre Carmack to fill Seat 1. No other nominations were made.

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48 **On MOTION by Mr. Cotter and seconded by Mr. Bone, with all in favor, the**  
49 **Appointment of Andre Carmack to Seat 1, Term Expires November 2022, was**  
50 **approved.**

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53 • **Administration of Oath of Office (*the following to be provided in a separate package*)**

54 **A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and**  
55 **Employees**

56 **B. Membership, Obligations and Responsibilities**

57 **C. Chapter 190, Florida Statutes**

58 **D. Financial Disclosure Forms**

59 **I. Form 1: Statement of Financial Interests**

60 **II. Form 1X: Amendment to Form 1, Statement of Financial Interests**

61 **III. Form 1F: Final Statement of Financial Interests**

62 **E. Form 8B: Memorandum of Voting Conflict**

63 This item was presented during the Sixth Order of Business.

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65 **FIFTH ORDER OF BUSINESS**

**Acceptance of Resignation of Supervisor Ty Vincent, Seat 5; (*Term Expires November 2022*)**

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Mr. Adams presented the resignation of Mr. Ty Vincent.

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71 **On MOTION by Mr. Cotter and seconded by Mr. Bone, with all in favor, the**  
72 **resignation of Mr. Ty Vincent, dated September 29, 2021, was accepted.**

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75 **SIXTH ORDER OF BUSINESS**

**Consider Appointment of Jake Holsinger to Fill Unexpired Term of Seat 5**

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78 Mr. Cotter nominated Mr. Jake Holsinger to fill Seat 5. No other nominations were  
79 made.

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81 **On MOTION by Mr. Cotter and seconded by Mr. Bone, with all in favor, the**  
82 **Appointment of Jake Holsinger to Seat 5, Term Expires November 2022, was**  
83 **approved.**

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86 • **Administration of Oath of Office**

87 Mr. Adams, a notary of the State of Florida and duly authorized, administered the Oath  
88 of Office to Mr. Carmack and Mr. Holsinger. He provided and briefly explained the documents  
89 listed in the Fourth Order of Business.

90

91 **SEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2022-01,  
Designating Certain Officers of the District,  
and Providing for an Effective Date**

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95 Mr. Adams presented Resolution 2022-01. Mr. Cotter nominated the following slate of  
96 officers:

97	Christian Cotter	Chair
98	Mary Moulton	Vice Chair
99	Chesley E. Adams, Jr.	Secretary
100	Andre Carmack	Assistant Secretary
101	Michael Bone	Assistant Secretary
102	Jake Holsinger	Assistant Secretary
103	Craig Wrathell	Assistant Secretary

104 No other nominations were made.

105 Prior appointments by the Board for Treasurer and Assistant Treasurer remain  
106 unaffected by this Resolution.

107

108 **On MOTION by Mr. Cotter and seconded by Mr. Bone, with all in favor,**  
109 **Resolution 2022-01, Designating Certain Officers of the District, and Providing**  
110 **for an Effective Date, was adopted.**

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113 **EIGHTH ORDER OF BUSINESS** **Consideration of Resolution 2022-02,**  
 114 **Authorizing and Approving Change of**  
 115 **Designated Registered Agent and**  
 116 **Registered Office**

117  
 118 Mr. Adams presented Resolution 2022-02.

119

**On MOTION by Mr. Bone and seconded by Mr. Cotter, with all in favor, Resolution 2022-02, Authorizing and Approving Change of Designated Registered Agent and Registered Office to Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, was adopted.**

124

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126 **NINTH ORDER OF BUSINESS** **Update: Stormwater Reporting**  
 127 **Requirements**

128

129 Mr. Adams reviewed the KE Law Group October 12, 2021 Memorandum and discussed  
 130 the Stormwater Needs Analysis Report deadline, the format to be followed and the steps that  
 131 the CDD should take.

132

**On MOTION by Mr. Cotter and seconded by Mr. Bone, with all in favor, authorizing District Staff to prepare the Stormwater Needs Analysis Report for submittal to the State by June 30, 2022, was approved.**

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138 **TENTH ORDER OF BUSINESS** **Acceptance of Unaudited Financial**  
 139 **Statements as of September 30, 2021**

140

141 Mr. Adams presented the Unaudited Financial Statements as of September 30, 2021.

142 The financials were accepted.

143

144 **ELEVENTH ORDER OF BUSINESS** **Approval of August 26, 2021 Public**  
 145 **Hearings and Regular Meeting Minutes**

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147 Mr. Adams presented the August 26, 2021 Public Hearings and Regular Meeting  
 148 Minutes.

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**On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, the August 26, 2021 Public Hearings and Regular Meeting Minutes, as presented, were approved.**

**TWELFTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Counsel: *KE Law Group, PLLC***

There was no report.

**B. District Engineer: *RWA Inc.***

Mr. Wright reported the following regarding the progress of construction:

- The off-site utilities The Phase 1 utilities and drainage were completed.
- The Phase 2 utilities and drainage are 70% complete.
- The Phase 3 drainage was completed and utilities are 25% complete.
- A \$61,000 Mitchell & Stark invoice is being processed. The requisitions total approximately \$2.6 million.
- The direct purchase of materials, totaling \$269,000, is most likely complete.

**C. District Manager: *Wrathell, Hunt and Associates, LLC***

- **NEXT MEETING DATE: January 27, 2022 at 1:15 P.M.**
  - **QUORUM CHECK**

The next meeting will be held on January 27, 2022.

**THIRTEENTH ORDER OF BUSINESS**

**Board Members' Comments/Requests**

There were no Board Members' comments or requests.

**FOURTEENTH ORDER OF BUSINESS**

**Public Comments**

There were no public comments.

**FIFTEENTH ORDER OF BUSINESS**

**Adjournment**

There being nothing further to discuss, the meeting adjourned.

**On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, the meeting adjourned at 2:20 p.m.**

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

\_\_\_\_\_  
Chair/Vice Chair

**TAMARINDO**  
**COMMUNITY DEVELOPMENT DISTRICT**

**14CI**





# Jennifer J. Edwards Supervisor of Elections

April 15, 2022

Ms Daphne Gillyard  
Tamarindo CDD  
2300 Glades Rd Suite 410W  
Boca Raton FL 30431

Dear Ms Gillyard,

In compliance with 190.06 of the Florida Statutes, this letter is to inform you that the official records of the Collier County Supervisor of Election indicate 0 active registered voters residing in the Tamarindo CDD as of April 15, 2022.

Should you have any question regarding election services for this district please feel free to contact our office.

Sincerely,

David B Carpenter  
Qualifying Officer  
Collier County Supervisor of Elections  
(239) 252-8501  
Dave.Carpenter@colliervotes.gov



**TAMARINDO**  
**COMMUNITY DEVELOPMENT DISTRICT**

**14CII**

**TAMARINDO COMMUNITY DEVELOPMENT DISTRICT**

**BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE**

**LOCATION**

*Offices of RWA, Inc., 6610 Willow Park Dr., Ste. #200, Naples, FL 34109*

<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 28, 2021</b>	<b>Regular Meeting</b>	<b>1:15 PM</b>
<b>January 27, 2022 CANCELED</b>	<b>Regular Meeting</b>	<b>1:15 PM</b>
<b>February 24, 2022 CANCELED</b>	<b>Regular Meeting</b>	<b>1:15 PM</b>
<b>March 24, 2022 CANCELED</b>	<b>Regular Meeting</b>	<b>1:15 PM</b>
<b>April 28, 2022 CANCELED</b>	<b>Regular Meeting</b>	<b>1:15 PM</b>
<b>May 26, 2022</b>	<b>Regular Meeting</b>	<b>1:15 PM</b>
<b>June 23, 2022</b>	<b>Regular Meeting</b>	<b>1:15 PM</b>
<b>July 28, 2022</b>	<b>Regular Meeting</b>	<b>1:15 PM</b>
<b>August 25, 2022</b>	<b>Public Hearing &amp; Regular Meeting</b>	<b>1:15 PM</b>
<b>September 22, 2022</b>	<b>Regular Meeting</b>	<b>1:15 PM</b>