

CORAL BAY OF LEE COUNTY

**COMMUNITY DEVELOPMENT
DISTRICT**

May 26, 2022

BOARD OF SUPERVISORS

PUBLIC HEARINGS AND

REGULAR MEETING

AGENDA

Coral Bay of Lee County 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

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Board of Supervisors

Coral Bay of Lee County Community Development District

Dear Board Members:

The Board of Supervisors of the Coral Bay of Lee County Community Development District will hold Multiple Public Hearings and a Regular Meeting on May 26, 2022, at 10:00 A.M., at the office of Banks Engineering, 10511 Six Mile Cypress Parkway, Fort Myers, Florida 33966. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Administration of Oath of Office to Supervisor Charles Quarles *(the following will 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
4. Public Hearing to Consider the Adoption of an Assessment Roll and the Imposition of Special Assessments Relating to the Financing and Securing of Certain Public Improvements
 - *Hear testimony from the affected property owners as to the propriety and advisability of making the improvements and funding them with special assessments on the property.*

- *Thereafter, the governing authority shall meet as an equalizing board to hear any and all complaints as to the special assessments on a basis of justice and right.*
 - A. Affidavit/Proof of Publication
 - B. Mailed Notice to Property Owner(s)
 - C. Engineer's Report *(for informational purposes)*
 - D. Master Special Assessment Methodology Report *(for informational purposes)*
 - E. Consideration of Resolution 2022-32, Making Certain Findings; Authorizing a Capital Improvement Plan; Adopting an Engineer's Report; Providing an Estimated Cost of Improvements; Adopting an Assessment Report; Equalizing, Approving, Confirming and Levying Debt Assessments; Addressing the Finalization of Special Assessments; Addressing the Payment of Debt Assessments and the Method of Collection; Providing for the Allocation of Debt Assessments and True-Up Payments; Addressing Government Property, and Transfers of Property to Units of Local, State and Federal Government; Authorizing an Assessment Notice; and Providing for Severability, Conflicts and an Effective Date
5. Public Hearing on Adoption of Fiscal Year 2021/2022 Budget
- A. Affidavit of Publication
 - B. Consideration of Resolution 2022-33, Relating to the Annual Appropriations and Adopting the Budgets for the Fiscal Year Beginning October 1, 2021, and Ending September 30, 2022; Authorizing Budget Amendments; and Providing an Effective Date
6. Public Hearing on Adoption of Fiscal Year 2022/2023 Budget
- A. Affidavit of Publication
 - B. Consideration of Resolution 2022-34, Relating to the Annual Appropriations and Adopting the Budgets for the Fiscal Year Beginning October 1, 2022, and Ending September 30, 2023; Authorizing Budget Amendments; and Providing an Effective Date
7. Consideration of Responses to Request for Proposals (RFP) for Annual Audit Services
- A. Affidavit of Publication
 - B. RFP Package

- C. Respondents
 - I. Berger, Toombs, Elam, Gaines & Frank
 - II. Carr, Riggs & Ingram, LLC
 - III. Grau & Associates
 - D. Auditor Evaluation Matrix/Ranking
 - E. Award of Contract
8. Consideration of Response(s) to Request for Qualifications (RFQ) for Engineering Services
- A. Affidavit of Publication
 - B. RFQ Package
 - C. Respondent(s): *Banks Engineering, Inc.*
 - D. Competitive Selection Criteria/Ranking
 - E. Award of Contract
9. Consideration of Project Construction/Acquisition Items
- A. Acquisition Agreement
 - B. Temporary Construction Easement
10. Update: Stormwater Management Needs Analysis
11. Acceptance of Unaudited Financial Statements as of April 30, 2022
12. Approval of Minutes
- A. March 31, 2022 Landowners' Meeting
 - B. March 31, 2022 Public Hearings and Regular Meeting
13. Staff Reports
- A. District Counsel: *KE Law Group PLLC*
 - B. District Engineer (Interim): *Banks Engineering, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: June 23, 2022 at 10:00 A.M.

○ QUORUM CHECK

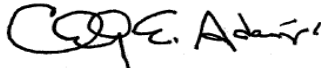
SEAT 1	CHRISTIAN COTTER	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 2	MARY MOULTON	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 3	MATT HERMANSON	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 4	TED GADOURY	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 5	CHARLES QUARLES	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO

- 14. Board Members' Comments/Requests
- 15. Public Comments
- 16. Adjournment

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

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 229 774 8903

Sincerely,



Chesley "Chuck" E. Adams, Jr.
 District Manager

**CORAL BAY OF LEE
COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

4A

Final Publication Date

5/11/2022

Ad Number

GCI0876595

Publication

Fort Myers News Press

Market

Fort Myers

Delivery Method

Email

Number of Affidavits Needed

1

Customer Name

Daphne Gillyard

Account Number (If Known)

0000003441

Customer Email

gillyardd@whhassociates.com

Your Name

Laura Vergiels

Email Address

lvergiels@localiq.com

The News-Press media group

news-press.com A GANNETT COMPANY

CORAL BAY OF LEE COUNTY CDD
2300 GLADES RD #410W
BOCA RATON, FL 33431
ATTN

STATE OF WISCONSIN COUNTY OF BROWN:

Before the undersigned authority personally appeared said legal clerk, who on oath says that he or she is a Legal Assistant of the News-Press, a daily newspaper published at Fort Myers in Lee County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of

PUBLIC NOTICE

In the Twentieth Judicial Circuit Court was published in said newspaper in the issues of:

5/4/2022; 5/11/2022

Affiant further says that the said News-Press is a paper of general circulation daily in Lee, Charlotte, Collier, Glades and Hendry Counties and published at Fort Myers, in said Lee County, Florida, and that the said newspaper has heretofore been continuously published in said Lee County, Florida each day and has been entered as periodicals matter at the post office in Fort Myers, in said Lee County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 11th day of May, 2022



Legal Clerk

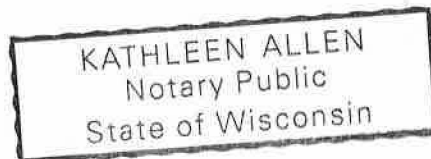


Notary Public State of Wisconsin County of Brown

1-7-22

My commission expires

Publication Cost: \$4,068.00
Ad No: GCI0876595
Customer No: 0000003441
PO#: PUBLIC NOTICE
THIS IS NOT AN INVOICE



BY THE CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF SPECIAL MEETING OF THE CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT

In accordance with Chapters 170, 190 and 197, Florida Statutes, the Coral Bay of Lee County Community Development District's ("District") Board of Supervisors ("Board") hereby provides notice of the following public hearings and public meeting:

PUBLIC HEARINGS AND MEETING

DATE:	May 26, 2022
TIME:	10:00 a.m. (EST)
LOCATION:	10511 Six Mile Cypress Parkway Fort Myers, Florida 33966

The purpose of the public hearings announced above is to consider the imposition of special assessments ("Debt Assessments"), and adoption of assessment rolls to secure proposed bonds on benefited lands within the District, and, to provide for the levy, collection and enforcement of the Debt Assessments. The proposed bonds are intended to finance certain public infrastructure improvements, including, but not limited to, stormwater management, water and sewer utilities, landscape, irrigation, lighting, and other infrastructure improvements (together, "Project"), benefiting all lands within the District. The Project is described in more detail in the Engineer's Report, dated March 31, 2022 ("Engineer's Report"). Specifically, the Project includes a Capital Improvement Plan to provide public infrastructure benefiting all lands within the District, as identified in the Engineer's Report. The Debt Assessments are proposed to be levied on one or more assessment liens and allocated to the benefited lands within various assessment areas, as set forth in the Master Special Assessment Methodology Report, dated March 31, 2022 ("Assessment Report"). At the conclusion of the public hearings, the Board will, by resolution, levy and impose assessments as finally approved by the Board. A special meeting of the District will also be held where the Board may consider any other business that may properly come before it.

The District's boundaries include approximately 217.82 acres of land located in Lee County, Florida. The site is generally located West of US 41, and West of DelValera Parkway and Playa Del Sol Blvd, in Section 26, Township 43 South and Range 24 East. A geographic depiction of the District is shown below. All lands within the District are expected to be improved in accordance with the reports identified above.

A description of the property to be assessed and the amount to be assessed for each piece or parcel of property may be ascertained at the "District's Office" located at c/o Watnall, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (877)276-0880. Also, a copy of the agendas and other documents referenced herein may be obtained from the District Office.

The Proposed Debt Assessments are in an amount not-to-exceed \$13,815,000 (principal only, not including interest or collection costs or early payment discounts), and are as follows:

Product Type	Units	EFUs	Total Debt Assessment per Unit	Annual Debt Assessment Per Unit
SF 40'	154	0.8	\$21,851	\$1,056
SF 50'	265	1.0	\$27,313	\$2,070
SF 60'	98	1.2	\$32,775	\$2,483

The assessments shall be paid in not more than thirty (30) annual installments subsequent to the issuance of debt to finance the improvements. These annual assessments will be collected on the County tax roll by the Tax Collector. Alternatively, the District may choose to directly collect and enforce these assessments.

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8771 (Voice), for aid in contacting the District Office.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting and may also file written objections with the District Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

RESOLUTION 2022-25 (DECLARING RESOLUTION)

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; DESIGNATING THE NATURE AND LOCATION OF THE PROPOSED IMPROVEMENTS; DECLARING THE TOTAL ESTIMATED COST OF THE IMPROVEMENTS, THE PORTION TO BE PAID BY ASSESSMENTS, AND THE MANNER AND TIMING IN WHICH THE ASSESSMENTS ARE TO BE PAID; DESIGNATING THE LANDS UPON WHICH THE ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAN AND A PRELIMINARY ASSESSMENT ROLL; ADDRESSING THE SETTING OF PUBLIC HEARINGS; PROVIDING FOR PUBLICATION OF THIS RESOLUTION; AND ADDRESSING CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Coral Bay of Lee County Community Development District ("District") is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the District is authorized by Chapter 190, Florida Statutes, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct or reconstruct roadways, sewer and water distribution systems, stormwater management/earthwork improvements, landscape, irrigation and entry features, conservation and mitigation, street lighting and other infrastructure projects, and services necessitated by the development of, and serving lands within, the District; and

WHEREAS, the District hereby determines to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain the portion ("Project") of the infrastructure improvements comprising the District's overall capital improvement plan within the District ("Assessment Area"), as described in the Engineer's Report, dated March 31, 2022, which is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, it is in the best interest of the District to pay for all or a portion of the cost of the Project by the levy of special assessments ("Assessments") on the Assessment Area, using the methodology set forth in that Master Special Assessment Methodology Report, dated March 31, 2022, which is attached hereto as Exhibit B, incorporated herein by reference, and on file with the District Manager at c/o Watnall, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("District Records Office");

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT:

- AUTHORITY FOR THIS RESOLUTION; INCORPORATION OF RECITALS.** This Resolution is adopted pursuant to the provisions of Florida law, including without limitation Chapters 170, 190 and 197, Florida Statutes. The recitals stated above are incorporated herein and are adopted by the Board as true and correct statements.
- DECLARATION OF ASSESSMENTS.** The Board hereby declares that it has determined to make the Project and to defray all or a portion of the cost thereof by the Assessments.
- DESIGNATING THE NATURE AND LOCATION OF IMPROVEMENTS.** The nature and general location of, and plans and specifications for, the Project are described in Exhibit A, which is on file at the District Records Office. Exhibit B is also on file and available for public inspection at the same location.
- DECLARING THE TOTAL ESTIMATED COST OF THE IMPROVEMENTS, THE PORTION TO BE PAID BY ASSESSMENTS, AND THE MANNER AND TIMING IN WHICH THE ASSESSMENTS ARE TO BE PAID.**
 - The total estimated cost of the Project is **\$10,626,000** ("Estimated Cost").
 - The Assessments will defray approximately **\$13,815,000**, which is the anticipated maximum per value of any bonds and which includes all or a portion of the Estimated Cost, as well as other financing-related costs, as set forth in Exhibit D, and which is in addition to interest and collection costs. On an annual basis, the Assessments will defray no more than **\$1,113,301** per year, again as set forth in Exhibit B.
 - The manner in which the Assessments shall be apportioned and paid is set forth in Exhibit B, as may be modified by supplemental assessment resolutions. The Assessments will constitute a "master" lien, which may be imposed without further public hearing in one or more separate liens each securing a series of bonds, and each as determined by supplemental assessment resolution. With respect to each lien securing a series of bonds, the special assessments shall be paid in not more than (30) bi-annual installments. The special assessments may be payable at the same time and in the same manner as are ad-valorem taxes and collected pursuant to Chapter 197, Florida Statutes; provided, however, that in the event the uniform non ad-valorem assessment method of collecting the Assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law, including but not limited to by direct bill. The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.
- DESIGNATING THE LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED.** The Assessments securing the Project shall be levied on Assessment Area, as described in Exhibit B, and as further designated by the assessment plan hereinafter provided for.
- ASSESSMENT PLAN.** Pursuant to Section 170.04, Florida Statutes, there is on file at the District Records Office, an assessment plan showing the area to be assessed (i.e., Assessment Area), with certain plans and specifications describing the Project and the estimated cost of the Project, all of which shall be open to inspection by the public.
- PRELIMINARY ASSESSMENT ROLL.** Pursuant to Section 170.06, Florida Statutes, the District Manager has caused to be made a preliminary assessment roll, in accordance with the method of assessment described in Exhibit D hereto, which allows the list and basis assessed, the amount of benefits to and the assessment applied each lot or parcel of land and the number of annual installments into which the assessment may be divided, which assessment roll is hereby adopted and approved as the District's preliminary assessment roll.
- PUBLIC HEARINGS DECLARED; DIRECTION TO PROVIDE NOTICE OF THE HEARINGS.** Pursuant to Sections 170.07 and 197.363(2)(d), Florida Statutes, among other provisions of Florida law, there are hereby declared two public hearings to be held as follows:
- PUBLICATION OF RESOLUTION.** Pursuant to Section 170.05, Florida Statutes, the District Manager is hereby directed to cause this Resolution to be published twice (once a week for two (2) weeks) in a newspaper of general circulation within Lee County and to provide such other notice as may be required by law or desired in the best interests of the District.
- CONFLICTS.** All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.
- SEVERABILITY.** If any section or part of a section of this resolution be declared invalid or unconstitutional, the validity, force, and effect of any other section or part of a section of this resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.
- EFFECTIVE DATE.** This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 31st day of March, 2022.

ATTEST:

CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairman

Exhibit A: Engineer's Report, dated March 31, 2022

Exhibit B: Master Special Assessment Methodology Report, dated March 31, 2022



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Bids and Proposals
 bid items and conditions, including
 payment procedures. Copies of the
 Information/Purchase Agreement are
 available for review by contacting:
 Wright Construction at 239-481-5900
 or by e-mail at wright@wrightcon.com
 to be e-mailed as an acceptance of all
 the Subcontract and Bidder's con-
 ditions included with the Subcontract
 and Bid documents posted on-line
 AD# 525067 May 10, 11, 2022

Legal Notices
 NOTICE OF MEETING
 The Board of Supervisors ("Board") of the Mediterra Community Development District ("District") has a regular meeting on May 11, 2022 at 8:00 AM, in the 3rd Floor Board Room at the Springs Unit at Mediterra, 1225 Covey Meadows Circle, Naples, Florida 34110.

Legals
 for the alert
Bids and Proposals
 REQUESTING SUB-BIDS ON ALL TRADES
 From Qualified Subcontractors and/or
 vendors. Vendor
 For furnishing all labor and materials and
 performing all work necessary to complete
 with a project known as "F3W Light
 House Commons House" located
 at Florida Southwestern State College
 Landscape Improvements Project
 Quotes, Subcontract and vendor
 quotes are requested by June 2, 2022
 at 3:00 PM.
 Contact Wright Construction Group Ex-
 tending Dept. for Plans

Legal Notices
 LEGAL NOTICE
 The City of Cape Coral, Florida will re-
 ceive Subcontract Bid for installation to Bid #
 - BUI227740L, Installation, Cleanout
 WAS Line and Other Ductwork in
 accordance with the specifications in
 the Request for Bid documents and will
 be made up of (239) 242-2678 or
 (239) 274-8431. We email to knowledge@
 capetec.com. Bid documents posted on-
 line at http://www.demandtrac.com



**SELL YOUR CAR
 FIND A HOME
 GET A JOB
 ADOPT A PET
 BUY A BOAT**

Check out the classified ads everyday.

The purpose of the meeting is for the Board to consider any business which may properly come before it. The meeting is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. The meeting may be cancelled or postponed without notice. If you are unable to attend, please contact the District Manager at (239) 481-5900 or by e-mail at wright@wrightcon.com.

Legals
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Bids and Proposals
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There may be instances when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at the meeting because of a disability or physical impairment should contact the District Office at (239) 481-5900 at least 48 hours prior to the meeting. If you are unable to attend, please contact the District Manager at (239) 481-5900 or by e-mail at wright@wrightcon.com.

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Bids and Proposals
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Legal Notices
 Mediterra Community Development District
 AD# 525067 May 11, 2022

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 NOTICE OF MEETING
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Legal Notices

NOTICE OF PUBLIC HEARINGS TO CONSIDER THE IMPOSITION OF SPECIAL ASSESSMENTS PURSUANT TO SECTIONS 170.07 AND 170.08, FLORIDA STATUTES, BY THE CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF SPECIAL MEETING OF THE CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT
 In accordance with Chapters 170, 190 and 193, Florida Statutes, the Coral Bay of Lee County Community Development Districts ("District") Board of Supervisors ("Board") hereby provides the following public hearings and public notice:

PUBLIC HEARINGS AND MEETINGS
 DATE: May 28, 2022
 TIME: 10:00 AM - 11:30 AM
 LOCATION: 10231 Co Star Cypress Parkway, Fort Myers, Florida 33966

The purpose of the public hearings announced above is to consider the imposition of special assessments ("Special Assessments"), and adoption of a resolution to amend the District's Ordinance No. 2022-05, and to provide for the levy, collection and enforcement of the Special Assessments. The proposed Special Assessments are intended to fund certain public infrastructure improvements, including but not limited to, wastewater treatment, water and sewer utilities, irrigation, lighting and other infrastructure improvements ("Projects").

Product Type	Rate	Area	Total Area	Assessment per Job	Annual Total
30" 40'	114	0.0	\$11,414	\$1,166	
30" 50'	263	0.0	\$27,313	\$2,731	
30" 60'	98	0.2	\$10,778	\$1,088	

The assessments to which this notice applies are not subject to the provisions of Sections 170.07 and 170.08, Florida Statutes. These special assessments will be collected on the County Bill as well as the Tax Collector. Alternatively, the District may choose to collect special assessment bills separately.

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. The public hearings and meeting may be cancelled or postponed without notice. If you are unable to attend, please contact the District Manager at (239) 481-5900 or by e-mail at wright@wrightcon.com.

RESOLUTION 2022-05 (ENCLOSURE AVAILABLE)
 A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS, DESIGNATING THE NATURE AND LOCATION OF THE PROPOSED IMPROVEMENTS, DECLARING THE TOTAL ESTIMATED COST OF THE IMPROVEMENTS, THE PORTION TO BE PAID BY ASSESSMENTS, AND THE MANNER AND TIMING IN WHICH THE ASSESSMENTS ARE TO BE PAID, DESIGNATING THE LOTS UPON WHICH THE ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAN AND A PRELIMINARY ASSESSMENT ROLL; ADDRESSING THE SETTING OF PUBLIC HEARINGS; PROVIDING FOR PUBLICATION OF THIS RESOLUTION, AND ADDRESSING CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Coral Bay of Lee County Community Development District ("District") is a local unit of special-purpose government organized and governed under Chapter 193, Florida Statutes;

WHEREAS, the District is a creature by Chapter 193, Florida Statutes, in order to provide, establish, acquire, install, operate, extend, construct or reconstruct roads, sewer and water distribution systems, stormwater management/drainage improvements, landscape irrigation and utility hearings, communication and lighting and other infrastructure projects, and services necessitated by the development of, and services rendered to, the District;

WHEREAS, the District hereby determines to undertake, install, plan, establish, construct, extend or reconstruct roads, sewer and water distribution systems, stormwater management/drainage improvements, landscape irrigation and utility hearings, communication and lighting and other infrastructure projects, and services necessitated by the development of, and services rendered to, the District;

WHEREAS, it is in the best interest of the District to pay for all or a portion of the cost of the Project by the levy of special assessments ("Assessments") on the Assessment Area, using the methodology set forth in this Resolution and the Manual Special Assessment Methodology Report, dated March 11, 2022, which are attached hereto as Exhibit A, and to provide for the collection of such Assessments by the District Manager, at 1225 Covey Meadows Circle, Naples, Florida 34110 (District Office);

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT:

- AUTHORITY FOR THIS RESOLUTION INCORPORATION OF RECITALS.** This Resolution is adopted pursuant to the provisions of Florida law, including without limitation Chapters 170, 190 and 193, Florida Statutes. The recitals stated above are incorporated herein and are adopted by the Board as true and correct recitals.
- DECLARATION OF ASSESSMENTS.** The Board hereby declares that it has determined to make the Project and to delay all or a portion of the cost thereof by the assessments.
- DESIGNATING THE NATURE AND LOCATION OF IMPROVEMENTS.** The nature and general location of, and plans and specifications for, the Project are described in Exhibit A, which is attached hereto and is incorporated herein and is adopted by the Board as true and correct recitals.
- DECLARING THE TOTAL ESTIMATED COST OF THE IMPROVEMENTS, THE PORTION TO BE PAID BY ASSESSMENTS, AND THE MANNER AND TIMING IN WHICH THE ASSESSMENTS ARE TO BE PAID.**
 - The total estimated cost of the Project is \$10,628,000 (Estimated Cost).
 - The Assessments will be levied on the Assessment Area, which is the anticipated maximum parcel value of any lands and which includes all or a portion of the Assessment Area, as well as the financing related costs, as set forth in Exhibit B, and which, in addition to interest and collection costs on an annual basis, the Assessments will be levied on more than \$11,300,000 per year, again as set forth in Exhibit B.
 - The manner in which the Assessments shall be apportioned and paid is set forth in Exhibit B, as may be modified by supplemental assessment resolutions. The Assessments will constitute a "mass" lien, which may be enforced without further public hearing in one or more installments upon each assessment year, and upon an assessment or supplemental assessment resolution with respect to such lien securing a series of bonds, the special assessments shall be paid in not more than 120 thirty yearly installments. The special assessments may be levied on the Assessment Area and on the Assessment Area as set forth in Exhibit B, and on the Assessment Area as set forth in Exhibit B. Florida Statutes provide, however, that in the event the uniform lien no-objection assessment method of collecting the Assessments is not available to the District in the Assessment Area, the District may, at its sole discretion, collect the Assessments in any other manner permitted by law, including but not limited to, direct bill. The decision to collect special assessments by any particular method - or a combination of methods - shall be made by the District. The decision to collect special assessments in any year, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.
- DESIGNATING THE LAMIN UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED.** The Assessments levied on the Project shall be levied on Assessment Area, as described in Exhibit A, and as further designated by the assessment plan heretofore provided for.
- ASSESSMENT PLAN.** Pursuant to Section 170.07, Florida Statutes, the District Manager shall file with the District Office an assessment plan showing the type of assessment to be assessed on each parcel of land and the number of annual installments into which the assessment may be divided, which assessment plan is hereby adopted and approved by the District's governing assessment roll.
- PUBLIC HEARINGS DECLARED; DIRECTION TO PROVIDE NOTICE OF THE HEARINGS.** Pursuant to Sections 170.07 and 193.362(4)(b) Florida Statutes, among other provisions of Florida law, there are hereby declared two public hearings to be held as follows:
 - PUBLICATION OF RESOLUTION. Pursuant to Section 170.05, Florida Statutes, the District Manager is hereby directed to publish this Resolution to the public in accordance with the provisions of Florida law, and to provide such publication to the County and to provide such publication to be retained by law or otherwise at the best interests of the District.
- CONFLICTS.** If any provision of this Resolution conflicts with any other law, ordinance, resolution or contract, approved and in effect, the provisions of this Resolution shall prevail.
- SEVERABILITY.** If any section or part of a section of this Resolution shall be declared invalid or unconstitutional, the validity, force and effect of any other section or part of this Resolution shall not be affected or rendered invalid, unless it clearly appears that such other section or part of this Resolution is wholly or substantially dependent upon the section or part of a section so held to be invalid or unconstitutional.

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

PASSED AND ADOPTED this 31st day of March 2022

ATTEST: Secretary/Assistant Secretary
 Exhibit A: Engineer's Report, dated March 31, 2022
 Exhibit B: Manual Special Assessment Methodology Report, dated March 31, 2022

Chairman: District Manager
 District Office
 1225 Covey Meadows Circle
 Naples, Florida 34110
 (239) 481-5900

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**CORAL BAY OF LEE
COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

4B

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, this day personally appeared Michal Szymonowicz, who by me first being duly sworn and deposed says:

1. I am over eighteen (18) years of age and am competent to testify as to the matters contained herein. I have personal knowledge of the matters stated herein.
2. I, Michal Szymonowicz, am employed by Wrathell, Hunt and Associates, LLC, and, in the course of that employment, serve as Assessment Consultant for the Coral Bay of Lee County Community Development District.
3. Among other things, my duties include preparing and transmitting correspondence relating to the Coral Bay of Lee County Community Development District.
4. I do hereby certify that on April 25, 2022 and in the regular course of business, I caused the letter, in the form attached hereto as Exhibit A, to be sent notifying affected landowners in the Coral Bay of Lee County Community Development District of their rights under Chapters 170, 190 and 197, *Florida Statutes*, with respect to the District's anticipated imposition of assessments.
5. I have personal knowledge of having sent the letters to the addressees, and those records are kept in the course of the regular business activity for my office.

FURTHER AFFIANT SAYETH NOT.




Michal Szymonowicz

SWORN TO (OR AFFIRMED) AND SUBSCRIBED before me by means of physical presence or online notarization, this 25th day of April, 2022, by Michal Szymonowicz, for Wrathell, Hunt and Associates, LLC, who is personally known to me or has provided _____ as identification, and who did ___ / did not take an oath.

NOTARY PUBLIC



DAPHNE GILLYARD
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG327647
Expires 8/20/2023



Print Name: Daphne Gillyard
Notary Public, State of Florida
Commission No.: GG327647
My Commission Expires: 8/20/2023

EXHIBIT A: Mailed Notice

7036 2140 0000 3093 9654

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FORESTAR USA REAL ESTATE GROUP INC 2221 E LAMAR BLVD, STE 790 ARLINGTON, TX 76006	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	



EXHIBIT A

**Coral Bay of Lee County
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

Via First Class U.S. Mail and Email

April 25, 2022

FORESTAR (USA) REAL ESTATE GROUP INC
2221 E LAMAR BLVD SUITE 790
ARLINGTON TX 76006

**RE: Coral Bay of Lee County Community Development District (“District”)
Notice of Hearings on Debt Assessments**

Dear Property Owner:

In accordance with Chapters 170, 190 and 197, *Florida Statutes*, the District’s Board of Supervisors (“**Board**”) hereby provides notice of the following public hearings, and public meeting:

PUBLIC HEARINGS AND MEETING

DATE:	May 26, 2022
TIME:	10:00 a.m. (EST)
LOCATION:	10511 Six Mile Cypress Parkway Fort Myers, Florida 33966

The purpose of the public hearings announced above is to consider the imposition of special assessments (“**Debt Assessments**”), and adoption of assessment rolls to secure proposed bonds, on benefited lands within the District, and, to provide for the levy, collection and enforcement of the Debt Assessments. The proposed bonds secured by the Debt Assessments are intended to finance certain public infrastructure improvements, including, but not limited to, stormwater management, water and sewer utilities, landscape, irrigation, lighting, and other infrastructure improvements (together, “**Project**”), benefitting all lands within the District. The Project is described in more detail in the *Engineer’s Report*, dated March 31, 2022 (“**Engineer’s Report**”). Specifically, the Project includes a Capital Improvement Plan to provide public infrastructure benefitting all lands within the District, as identified in the Engineer’s Report. The Debt Assessments are proposed to be levied as one or more assessment liens and allocated to the benefitted lands within various assessment areas, as set forth in the *Master Special Assessment Methodology Report*, dated March 31, 2022 (“**Assessment Report**”). Copies of the Engineer’s Report and Assessment Report are attached hereto. As required by Chapters 170, 190 and 197, *Florida Statutes*, the Assessment Report, together with the Engineer’s Report, describe in more detail the purpose of the Debt Assessments; the total amount to be levied against each parcel of land within the District; the units of measurement to be applied against each parcel to determine the Debt Assessments; the number of such units contained within each parcel; and the total revenue the District will collect by the Debt Assessments. At the conclusion of the public hearings, the Board will, by resolution, levy and impose the Debt Assessments as finally approved by the Board. A special meeting of the District will also be held where the Board may consider any other business that may properly come before it.

The Debt Assessments constitute a lien against benefitted property located within the District just as do each year’s property taxes. For the Debt Assessments, the District may elect to have the County Tax Collector collect the assessments, or alternatively may collect the assessments by sending out an annual bill. For

delinquent assessments that were initially directly billed by the District, the District may initiate a foreclosure action or may place the delinquent assessments on the next year's county tax bill. IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE. The District's decision to collect assessments on the tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.


The District's boundaries include approximately 217.82 acres of land located in Lee County, Florida. The site is generally located West of US 41, and West of DeNavarra Parkway and Playa Del Sol Blvd. in Section 28, Township 43 South and Range 24 East. All lands within the District are expected to be improved in accordance with the reports identified above. A geographic description of the property to be assessed and the amount to be assessed to each piece or parcel of property may be ascertained at the "District's Office" located at c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (877)276-0889. Also, a copy of the agendas and other documents referenced herein may be obtained from the District Office.

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting and may also file written objections with the District Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

If you have any questions, please do not hesitate to contact the District Office.

Sincerely,



Chesley "Chuck" E. Adams, Jr.
District Manager

ATTACHMENTS: Engineer's Report and Assessment Report (with Legal Descriptions of Lands)

**CORAL BAY OF LEE
COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

4C

ENGINEER'S REPORT

PREPARED FOR:

BOARD OF SUPERVISORS
CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT

ENGINEER:
BANKS ENGINEERING, INC.

March 31, 2022

CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT

ENGINEER'S REPORT

1. INTRODUCTION

The purpose of this report is to provide a description of the capital improvement plan ("CIP") and estimated costs of the CIP, for the Coral Bay of Lee County Community Development District ("District").

2. GENERAL SITE DESCRIPTION

The District is located entirely within Lee County, Florida. The site is generally located West of US 41, and West of DeNavarra Parkway and Playa Del Sol Blvd. in Section 28, Township 43 South and Range 24 East. As noted in **Exhibit A**, the District's boundaries include approximately 217.82 acres of land located in Lee County, Florida.

3. PROPOSED CAPITAL IMPROVEMENT PLAN

The CIP is intended to provide public infrastructure improvements for the lands within the District, which are planned for 517 residential units. The proposed site plan for the District is attached as **Exhibit B**. The following charts show the planned product types and land uses for the District:

Table 1

Product Type	Units
40' Single Family Lots	154
50' Single Family Lots	265
60' Single Family Lots	98
TOTAL	517

Table 2

Land Use	Acreage
Lot Development	109.19
Roads	23.0
Easements/Common Areas	13.3
Water Mgmt. Tracts	23.7
Conservation Areas	46.23
Recreational Tracts	3.4
TOTAL	217.82

The CIP infrastructure includes:

Stormwater Management System:

The stormwater collection and outfall system is a combination of roadway curbs, curb inlets, pipe, control structures and open lakes designed to treat and attenuate stormwater runoff from District lands. The stormwater system within the project discharges to onsite wetlands that connect to the headwaters of Yellow Fever Creek, and to the drainage canal along the east and south property boundary that is the East Branch of Yellow Fever Creek. The stormwater system will be designed consistent with the criteria established by the SFWMD and the County for stormwater/floodplain management systems. The District will finance, own, operate and maintain the stormwater system. A portion of the existing Playa Del Sol Blvd and DeNavarra Pkwy connects to and is served by the onsite stormwater management system for Coral Bay of Lee County. These two roadways are owned and maintained by Lee County. Lee County will be granted an easement over the stormwater management lakes that serve these roadways.

NOTE: No private earthwork is included in the CIP. Accordingly, the District will not fund any costs of mass grading of lots, or the costs of spreading fill across private lots.

Water and Wastewater Utilities:

As part of the CIP, the District intends to construct and/or acquire water and wastewater infrastructure. In particular, the on-site water supply improvements include 8" and 10" water mains that will be located within rights-of-way and used for potable water service and fire protection. The Water main connection will be made to the existing 10" watermain at the project entrance on Playa Del Sol Blvd. This existing main is owned and operated by Lee County Utilities.

The onsite wastewater improvements for the project will include an onsite 8" diameter gravity collection system, 4" and 6" force mains and two onsite lift stations. The force main connection will be made at project entrance on Playa Del Sol Blvd. This existing main is owned and operated by FGUA. FGUA is a public utility that serves 120,000 customers in 14 Counties throughout south and central Florida and will provide sewer services to the District.

The water distribution systems for all phases will be completed by the District and then dedicated to Lee County for operation and maintenance. The wastewater collection system for all phases will be completed by the District and then dedicated to FGUA for operation and maintenance. The CIP will only include water services and laterals to the lot lines (i.e., point of connection).

Exterior Roadway Improvements:

All roads will be designed in accordance with County standards. The developer intends to finance all internal roads, gate them, and turn them over to a homeowner's association for ownership, operation and maintenance. Because of this, the District intends to only finance utilities, conservation/mitigation and stormwater improvements behind such gated areas.

Exterior Hardscape/Landscape:

The District will construct and/or install exterior hardscaping/landscaping improvements outside the gated areas of the community. The County has distinct design criteria requirements for such improvements. This project will at a minimum meet those requirements and in most cases will exceed the requirements with enhancements for the benefit of the community.

All such exterior hardscape/landscape will be owned, maintained and funded by the District. Such infrastructure, to the extent that it is located in rights-of-way owned by the County will be maintained pursuant to a right-of-way agreement to be entered into with the County.

Irrigation

The District's irrigation system will consist of two irrigation pump stations and controls, recharge wells, irrigation mains of varying sizes, and irrigation services to the lots and other areas of the District. The irrigation system withdraws from the onsite lakes that will be owned by the District. Approximately 20,000 linear feet of irrigation main will be constructed to serve the District. The individual sprinkler systems on the residential lots (and the amenity) will not be part of the CIP, and will not be owned nor maintained by the District. The District will either construct or acquire its portion of the irrigation system, and will own and maintain the District irrigation system thereafter.

Recreational Amenities:

In conjunction with the construction of the Development, the Developer intends to construct and/or install an amenity area that includes a pool and fitness center, along with tennis and bocce courts, which upon completion will be conveyed to a homeowners' association for ownership, operation and maintenance. As such, the amenities are not included as part of the CIP. All such improvements will be considered common elements for the exclusive benefit of the District landowners.

Environmental Conservation/Mitigation

There are three onsite environmental mitigation preserves that are contained within the Development. These preserves contain both upland and wetland area and are required to meet regulatory requirements for Lee County and SFWMD for open space and wetland/wildlife mitigation. These preserve areas will be enhanced by removing exotic vegetation and installing native vegetation. The District will be responsible for the design, permitting, construction, maintenance, and government reporting of the environmental mitigation. These costs are included within the CIP.

Professional Services

The CIP also includes various professional services. These include: (i) engineering, surveying and planning fees, (ii) permitting and plan review costs, and (iii) development/construction management services fees that are required for the design, permitting, construction, and maintenance acceptance of the public improvements and community facilities.

As noted, the District's CIP functions as a system of improvements benefitting all lands within the District.

All of the foregoing improvements are required by applicable development approvals. Note that there are no impact fee or similar credits available from the construction of any such improvements.

The following table shows who will finance, own and operate the various improvements of the CIP:

TABLE 3

Facility Description	Financing	O&M Entity
Stormwater Management	CDD	CDD
Utilities (Water, Sewer)	CDD	FGUA (Public Utility)
Exterior Hardscape/Landscape	CDD	CDD
Irrigation	CDD	CDD
Conservation	CDD	CDD

4. PERMITTING/CONSTRUCTION COMMENCEMENT

All necessary permits for the construction of the CIP have either been obtained or will be submitted and obtained from respective governmental authorities prior to construction. The following permits have been obtained for the overall project.

- SFWMD ERP
- SFWMD water use permit for dewatering and irrigation.
- Lee County zoning approval
- Lee County Development Order approval

Water and sewer construction permits have been obtained from FGUA (sewer) and Lee County Utilities (water) for Phase 1. FDEP water and sewer construction permits have also been obtained for Phase 1.

Water and sewer construction permits for the remainder of the project will be obtained in due course prior to construction.

5. OPINION OF PROBABLE CONSTRUCTION COSTS

Table 4 show below presents, among other things, the Opinion of Probable Cost for the CIP. It is our professional opinion that the costs set forth in Table 4 are reasonable and consistent with market pricing.

TABLE 4

Facility Description	CIP Costs
Stormwater Management	\$4,000,000
Utilities (Water, Sewer)	\$4,400,000
Irrigation	\$660,000
Exterior Hardscape/Landscape	\$300,000
Professional Services	\$300,000
Contingency (10%)	\$966,000
TOTAL	\$10,626,000

* The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated CDD expenditures that may be incurred.

6. CONCLUSIONS

The CIP will be designed in accordance with current governmental regulations and requirements. The CIP will serve its intended function so long as the construction is in substantial compliance with the design.

It is further our opinion that:

- the estimated cost to the CIP as set forth herein is reasonable based on prices currently being experienced in Lee County, Florida, and is not greater than the lesser of the actual cost of construction or the fair market value of such infrastructure;
- All of the improvements comprising the CIP are required by applicable development approvals issued pursuant to Section 380.06, Florida Statutes;
- the CIP is feasible to construct, there are no technical reasons existing at this time that would prevent the implementation of the CIP, and it is reasonable to assume that all necessary regulatory approvals will be obtained in due course; and
- the assessable property within the District will receive a special benefit from the CIP that is at least equal to such costs.


Also, the CIP will constitute a system of improvements that will provide benefits, both general, and special and peculiar, to all lands within the District. The general public, property owners, and property outside the District will benefit from the provisions of the District's CIP; however, these are incidental to the District's CIP, which is designed solely to provide special benefits peculiar to property within the District.

Special and peculiar benefits accrue to property within the District and enables properties within its boundaries to be developed.

The professional service for establishing the Construction Cost Estimate is consistent with the degree of care and skill exercised by members of the same profession under similar circumstances.

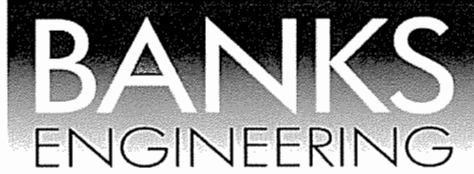
The CIP will be owned by the District or other governmental units and such CIP is intended to be available and will reasonably be available for use by the general public (either by being part of a system of improvements that is available to the general public or is otherwise available to the general public) including nonresidents of the District. All of the CIP is or will be located on lands owned or to be owned by the District or another governmental entity or on public easements in favor of the District or other governmental entity. The CIP, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on private lots or property. Regarding any fill generated by construction of the CIP, and that is not used as part of the CIP, such fill will only be placed on-site where the cost of doing so is less expensive than hauling such fill off-site. The District will pay the lesser of the cost of the components of the CIP or the fair market value.

Please note that the CIP as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the CIP, as used herein, refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned residential units in the District, which (subject to true-up determinations) number and type of units may be changed with the development of the site. Stated differently, during development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans, and the District expressly reserves the right to do so.



David R. Underhill, Jr.
Professional Engineer
FL License No: 47029
3/31/22

Exhibit A
Sketch and Legal of District Boundaries



Professional Engineers, Planners & Land Surveyors

DESCRIPTION
OF A PARCEL OF LAND LYING IN
SECTION 28, TOWNSHIP 43 SOUTH, RANGE 24 EAST,
LEE COUNTY, FLORIDA.

A TRACT OF PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE , LYING IN SECTION 28 TOWNSHIP 43 SOUTH, RANGE 24 EAST, BEING FURTHER BOUND AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION;
THENCE ALONG THE QUARTER SECTION LINE S 89°44'52" W A DISTANCE OF 3921.74 FEET, ALONG THE QUARTER SECTION LINE; THENCE N 00°07'52" W A DISTANCE OF 1595.37 FEET; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 1488.47 FEET, WITH A RADIUS OF 1080.00 FEET, WITH A DELTA ANGLE 78°57'57", WITH A CHORD BEARING OF N 38°04'01" E, WITH A CHORD LENGTH OF 1373.43 FEET; THENCE N 88°35'04" E A DISTANCE OF 424.31 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE CONTINUE ALONG THE QUARTER SECTION LINE S 89°49'26" E A DISTANCE OF 2426.56 FEET TO THE WESTERLY RIGHT OF WAY OF DE NAVARRA PARKWAY AS RECORDED IN INSTRUMENT NUMBER 2013000219305; THENCE S 00°10'50" W A DISTANCE OF 399.21 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 332.83 FEET, WITH A RADIUS OF 886.30 FEET, WITH A DELTA ANGLE 21°30'59", WITH A CHORD BEARING OF S 10°18'02" W, WITH A CHORD LENGTH OF 330.88 FEET; THENCE WITH A COMPOUND CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 69.03 FEET, WITH A RADIUS OF 99.04 FEET, WITH A DELTA ANGLE 39°56'06", WITH A CHORD BEARING OF S 49°22'04" W, WITH A CHORD LENGTH OF 67.64 FEET; THENCE S 66°12'28" W A DISTANCE OF 27.74 FEET; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 57.30 FEET, WITH A RADIUS OF 105.50 FEET, WITH A DELTA ANGLE 31°07'13", WITH A CHORD BEARING OF S 49°07'37" W, WITH A CHORD LENGTH OF 56.60 FEET; THENCE S 33°34'00" W A DISTANCE OF 84.60 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH ARC LENGTH OF 204.58 FEET, WITH A RADIUS OF 950.22 FEET, WITH A DELTA ANGLE 12°20'09", WITH A CHORD BEARING OF S 39°44'05" W, WITH A CHORD LENGTH OF 204.19 FEET; THENCE S 40°23'04" E A DISTANCE OF 100.19 FEET; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 128.22 FEET, WITH A RADIUS OF 1050.22 FEET, WITH A DELTA ANGLE 06°59'43", WITH A CHORD BEARING OF N 42°45'33" E, WITH A CHORD LENGTH OF 128.14 FEET; THENCE WITH A REVERSE CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 129.61 FEET, WITH A RADIUS OF 125.00 FEET, WITH A DELTA ANGLE 59°24'30", WITH A CHORD BEARING OF N 68°57'56" E, WITH A CHORD LENGTH OF 123.88 FEET; THENCE WITH A COMPOUND CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 141.60 FEET, WITH A RADIUS OF 1274.50 FEET, WITH A DELTA ANGLE 06°21'56", WITH A CHORD BEARING OF S 78°08'51" E WITH A CHORD LENGTH OF 141.52 FEET; THENCE WITH A REVERSE CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 143.84 FEET, WITH A RADIUS OF 512.50 FEET, WITH A DELTA ANGLE 16°04'49", WITH A CHORD BEARING OF S 83°00'18" E, WITH A CHORD LENGTH OF 143.36 FEET; THENCE S 45°43'31" E A DISTANCE OF 5.71 FEET; THENCE N 88°57'09" E A DISTANCE OF 23.24 FEET TO THE QUARTER SECTION LINE; THENCE CONTINUE ALONG THE EAST LINE OF SAID SECTION S 00°19'44" E A DISTANCE OF 1630.03 FEET; WHICH IS THE **POINT OF BEGINNING.**

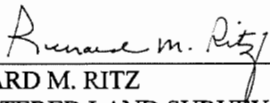
SHEET 1 OF 3
• SERVING THE STATE OF FLORIDA •

SAID PARCEL CONTAINING 217.824 ACRES MORE OR LESS.

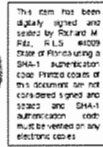
BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 28,
TOWNSHIP 43 SOUTH, RANGE 24 EAST, BEARING S.89°49'26"E.

PARCEL SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS AND RESERVATIONS OF
RECORD.

DESCRIPTION PREPARED: AUGUST 03, 2021



RICHARD M. RITZ
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATION NO. 4009
DATE SIGNED: 08-03-21



Digitally signed by Richard M.
Ritz, R.L.S. #4009 State of Florida
using an SHA-1 authentication
code. Printed copies of this
document are not considered
signed and sealed and the SHA-1
authentication code must be
verified on any electronic copies.
Date: 2022.03.29 11:58:31 -04'00'

SKETCH TO ACCOMPANY DESCRIPTION

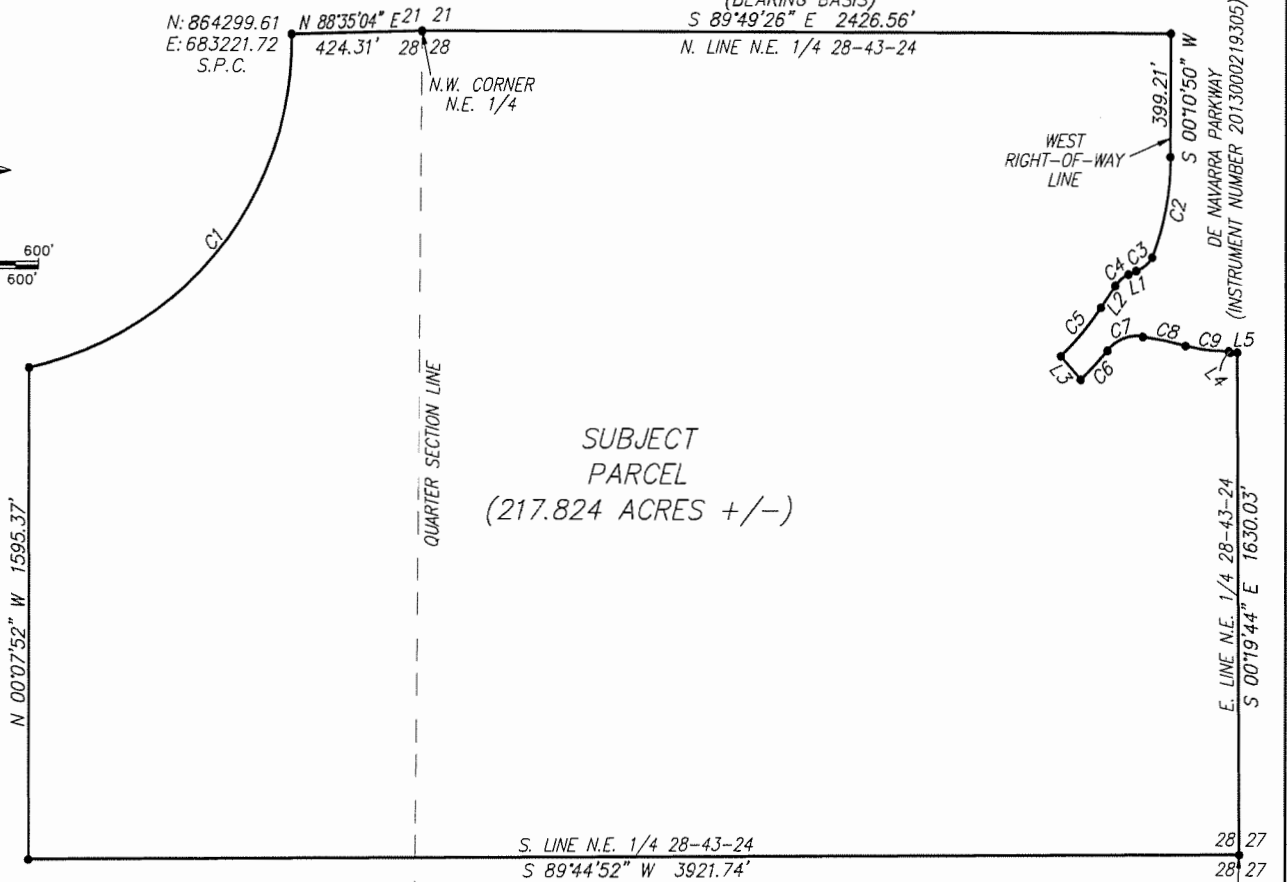
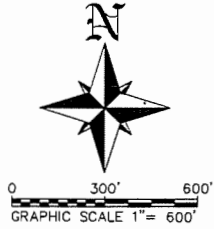
OF A
PARCEL OF LAND
LYING IN
SECTION 28, TOWNSHIP 43 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 66°12'28" W	27.74'
L2	S 33°34'00" W	84.60'
L3	S 40°23'04" E	100.19'
L4	S 45°43'31" E	5.71'
L5	N 88°57'09" E	23.24'

LEGEND

- LB LICENSED BUSINESS
- L1 LINE 1 OF LINE TABLE
- C1 CURVE 1 OF CURVE TABLE
- EB ENGINEERING BUSINESS
- S.P.C. STATE PLANE COORDINATE (WEST ZONE)



CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	1080.00'	78°57'57"	1488.47'	1373.43'	N 38°04'01" E
C2	886.30'	21°30'59"	332.83'	330.88'	S 10°18'02" W
C3	99.04'	39°56'06"	69.03'	67.64'	S 49°22'04" W
C4	105.50'	31°07'13"	57.30'	56.60'	S 49°07'37" W
C5	950.22'	12°20'09"	204.58'	204.19'	S 39°44'05" W
C6	1050.22'	6°59'43"	128.22'	128.14'	N 42°45'33" E
C7	125.00'	59°24'30"	129.61'	123.88'	N 68°57'56" E
C8	1274.50'	6°21'56"	141.60'	141.52'	S 78°08'51" E
C9	512.50'	16°04'49"	143.84'	143.36'	S 83°00'18" E

POINT OF BEGINNING
SOUTHEAST CORNER OF THE
NORTHEAST QUARTER OF
SECTION 28, TOWNSHIP 43 SOUTH,
RANGE 24 EAST
N: 861640.22
E: 686300.23
S.P.C.

NOTES:
SEE SHEET 1 AND 2 OF 3 FOR COMPLETE METES AND BOUNDS DESCRIPTION.

ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.

PARCEL SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS AND RESERVATIONS OF RECORD.

Richard M. Ritz
RICHARD M. RITZ
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATE NO. 4009



This form has been electronically signed and sealed by Richard M. Ritz, R.L.S. #4009 State of Florida using a SHA-1 authentication code. Printed copies of this document are not considered signed and sealed and the SHA-1 authentication code must be verified on any electronic copies.

Digitally signed by Richard M. Ritz, R.L.S. #4009 State of Florida using an SHA-1 authentication code. Printed copies of this document are not considered signed and sealed and the SHA-1 authentication code must be verified on any electronic copies.
Date: 2022.03.29 11:59:24 -0400'

PREPARED AUGUST 03, 2021

THIS IS NOT A SURVEY

BANKS
ENGINEERING

10511 SIX MILE CYPRESS PARKWAY, SUITE 101
FT. MYERS, FLORIDA 33966
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ENGINEERING LICENSE # EB 6469
SURVEY LICENSE # LB 6660
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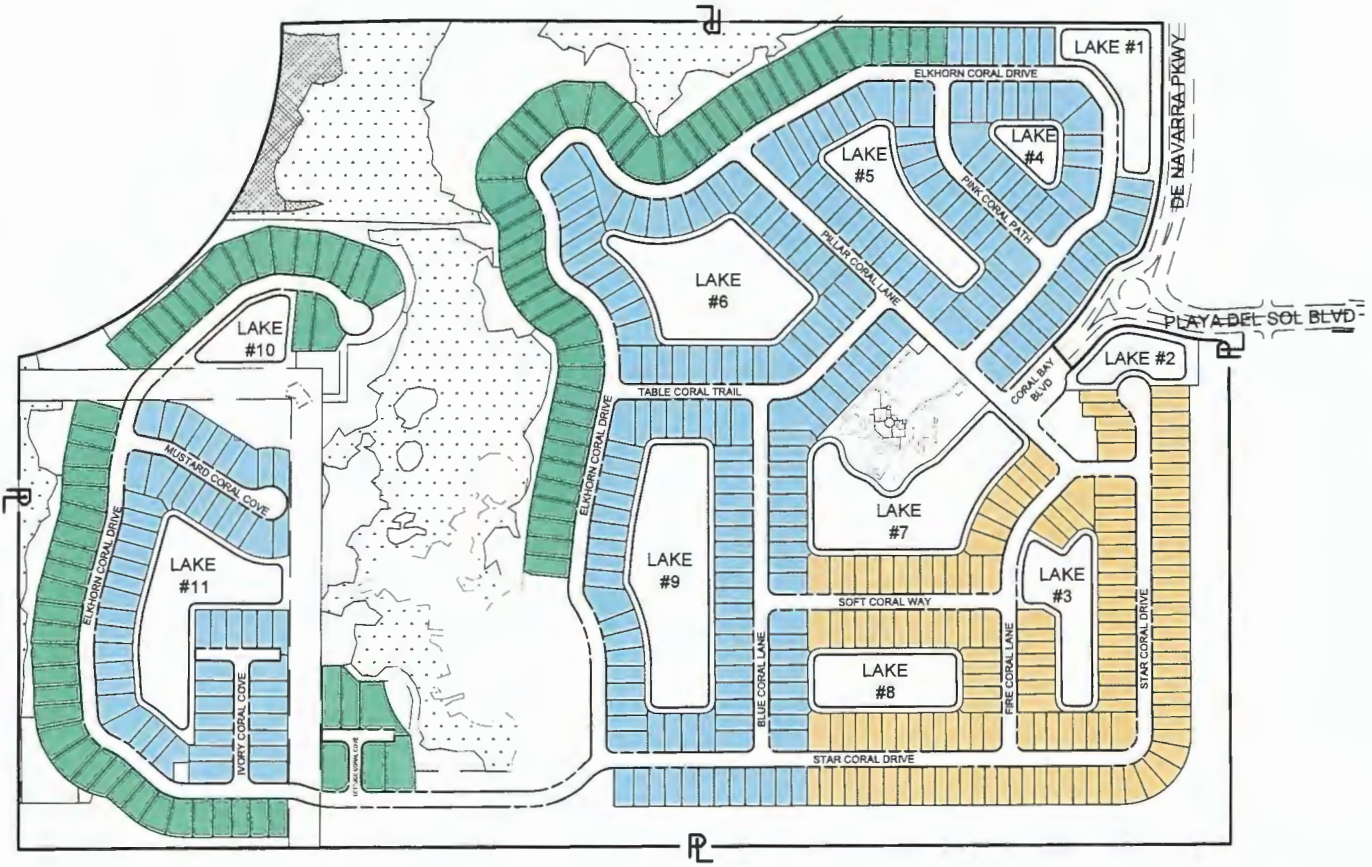
SKETCH TO ACCOMPANY DESCRIPTION
CORAL BAY
LEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
08-03-21	3084DR	CORAL-BAY		DRB	RMR	1"=30'	3	3	27-43-24 28-43-24

Exhibit B

LEGEND:

- 40' LOTS
- 50' LOTS
- 60' LOTS



LOT TABLE	
40' LOTS	154
50' LOTS	265
60' LOTS	98
TOTAL	517

S:\JOBS\3084DR\ENGINEERING\EXHIBITS\3084DR_EXHIBIT-B_SITEPLAN.DWG 3/29/2022 11:30 AM STEVE JOHNSON

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 PHONE: (239) 939-5490 FAX: (239) 939-2923
 ENGINEERING LICENSE # EB 5469
 SURVEY LICENSE # LB 6590
 WWW.BANKSENG.COM

EXHIBIT B - SITE PLAN
 CORAL BAY OF LEE COUNTY CDD
 NORTH FORT MYERS, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET
3/29/2022	3084DR	EXH-B	SDJ	SDJ	DRU	N.T.S.	1

**CORAL BAY OF LEE
COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

4D

CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT

Master Special Assessment Methodology Report

March 31, 2022



Provided by:

Wrathell, Hunt and Associates, LLC

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

Phone: 561-571-0010

Fax: 561-571-0013

Website: www.whhassociates.com

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1.0 Introduction

1.1 Purpose

This Master Special Assessment Methodology Report (the “Report”) was developed to provide a master financing plan and a master special assessment methodology (the “Methodology”) for the Coral Bay of Lee County Community Development District (the “District”), located in unincorporated Lee County, Florida, as related to funding the costs of the acquisition and construction of public infrastructure improvements contemplated to be provided by the District.

1.2 Scope of the Report

This Report presents projections for financing the District’s public infrastructure improvements (the “Capital Improvement Plan”) as described in the Engineer’s Report of Banks Engineering, Inc. dated March 28, 2022 (the “Engineer’s Report”), as well as describes the method for the allocation of special benefits and the apportionment of special assessment debt resulting from the provision and funding of the Capital Improvement Plan.

1.3 Special Benefits and General Benefits

Public capital improvements undertaken and funded by the District as part of the Capital Improvement Plan create special and peculiar benefits, different in kind and degree than general benefits, for properties within its borders as well as general benefits to the public at large. However, as discussed within this Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits which accrue to property within the District. The District’s Capital Improvement Plan enables properties within its boundaries to be developed.

There is no doubt that the general public, property owners, and property outside the District will benefit from the provision of the Capital Improvement Plan. However, these benefits are only incidental since the Capital Improvement Plan is designed solely to provide special benefits peculiar to property within the District. Properties outside the District are not directly served by the Capital Improvement Plan and do not depend upon the Capital Improvement Plan to obtain or to maintain their development entitlements. This fact alone clearly distinguishes the special benefits which District properties receive compared to those lying outside of the District’s boundaries.

The Capital Improvement Plan will provide public infrastructure improvements which are all necessary in order to make the lands within the District developable and saleable. The installation of such improvements will cause the value of the developable and saleable lands within the District to increase by more than the sum of the financed cost of the individual components of the Capital Improvement Plan. Even though the exact value of the benefits provided by the Capital Improvement Plan is hard to estimate at this point, it is without doubt greater than the costs associated with providing same.

1.4 Organization of the Report

Section Two describes the development program as proposed by the Developer, as defined below.

Section Three provides a summary of the Capital Improvement Plan as determined by the District Engineer.

Section Four discusses the current financing program for the District.

Section Five discusses the special assessment methodology for the District.

2.0 Development Program

2.1 Overview

The District serves the Coral Bay of Lee County development (the “Development” or “Coral Bay of Lee County”), a master planned, residential development located in unincorporated Lee County, Florida. The land within the District consists of approximately 217.82 +/- acres and is located west of US 41 and also west of DeNavarra Parkway and Playa Del Sol Blvd.

2.2 The Development Program

The development of Coral Bay of Lee County is anticipated to be conducted by Forestar (USA) Real Estate Group, Inc. or its associates (the “Developer”). Based upon the information provided by the Developer, the current development plan for the District envisions a total of 517 residential units developed in one or more phases, although development phasing, land use types and unit numbers may change throughout the development period. Table 1 in the *Appendix* illustrates the development plan for the District.

3.0 The Capital Improvement Plan

3.1 Overview

The public infrastructure costs to be funded by the District are described by the District Engineer in the Engineer's Report. Only public infrastructure that may qualify for bond financing by the District under Chapter 190, Florida Statutes and under the Internal Revenue Code of 1986, as amended, was included in these estimates.

3.2 Capital Improvement Plan

The Capital Improvement Plan needed to serve the Development is projected to consist of stormwater management, water, sewer and irrigation utilities, as well as hardscape/landscape, all as set forth in more detail in the Engineer's Report.

All of the infrastructure included in the Capital Improvement Plan will comprise an interrelated system of improvements, which means that all of the improvements will serve the entire District and all improvements will be interrelated such that they will reinforce one another. At the time of this writing, the total costs of the Capital Improvement Plan, including the costs of land acquisition and professional services, as well as a contingency are estimated at \$10,626,000. Table 2 in the *Appendix* illustrates the specific components of the Capital Improvement Plan and their costs.

4.0 Financing Program

4.1 Overview

As noted above, the District is embarking on a program of capital improvements which will facilitate the development of lands within the District. Generally, construction of public improvements is either funded by the Developer and then acquired by the District or funded directly by the District. The choice of the exact mechanism for providing public infrastructure has not yet been made at the time of this writing, and the District may either acquire the public infrastructure from the Developer or construct it, or even partly acquire it and partly construct it.

Even though the actual financing plan may change, it is likely that in order to fully fund the costs of the Capital Improvement Plan as described in *Section 3.2* in one financing transaction consisting of long-term bonds, the District would have to issue approximately

\$13,815,000 in par amount of special assessment bonds (the "Bonds").

Please note that the purpose of this Report is to allocate the benefit of the Capital Improvement Plan to the various land uses in the District and based on such benefit allocation to apportion the maximum debt necessary to fund the Capital Improvement Plan. The discussion of the structure and size of the indebtedness is based on various estimates and is subject to change.

4.2 Types of Bonds Proposed

The proposed financing plan for the District provides for the issuance of the Bonds in the principal amount of \$13,815,000 in one or more Series with various maturities to finance Capital Improvement Plan costs at \$10,626,000. The Bonds as projected under this master financing plan would be structured to be amortized in 30 annual installments following a 24-month capitalized interest period. Interest payments on the Bonds would be made every May 1 and November 1, and principal payments on the Bonds would be made every May 1 or November 1.

In order to finance the improvement costs, the District would need to borrow more funds and incur indebtedness in the total amount of \$13,815,000. The difference is comprised of debt service reserve, capitalized interest, and costs of issuance, including the underwriter's discount. Preliminary sources and uses of funding for the Bonds are presented in Table 3 in the *Appendix*.

Please note that the structure of the Bonds as presented in this Report is preliminary and may change due to changes in the development program, market conditions, timing of infrastructure installation as well as for other reasons. The District maintains complete flexibility as to the structure of the Bonds and reserves the right to modify it as necessary.

5.0 Assessment Methodology

5.1 Overview

The issuance of the Bonds provides the District with funds necessary to construct/acquire the public infrastructure improvements which are part of the Capital Improvement Plan outlined in *Section 3.2* and described in more detail by the District Engineer in the Engineer's

Report. These improvements lead to special and general benefits, with special benefits accruing to properties within the boundaries of the District. General benefits accrue to areas outside the District, but are only incidental in nature. The debt incurred in financing the public infrastructure improvements will be secured by assessing properties that derive special and peculiar benefits from the Capital Improvement Plan. All properties that receive special benefits from the Capital Improvement Plan will be assessed for their fair share of the debt issued in order to finance the Capital Improvement Plan.

5.2 Benefit Allocation

The current development plan for the District envisions the development of a total of 517 residential units, although unit numbers and land use types may change throughout the development period.

The public infrastructure included in the Capital Improvement Plan will comprise an interrelated system of improvements, which means that all of the improvements will serve the entire District and such public improvements will be interrelated such that they will reinforce each other and their combined benefit will be greater than the sum of their individual benefits. All of the land uses within the District will benefit from each infrastructure improvement category, as the improvements provide basic infrastructure to all land within the District and benefit all land within the District as an integrated system of improvements.

As stated previously, the public infrastructure improvements included in the Capital Improvement Plan have a logical connection to the special and peculiar benefits received by the land within the District, as without such improvements, the development of the properties within the District would not be possible. Based upon the connection between the improvements and the special and peculiar benefits to the land within the District, the District can assign or allocate a portion of the District's debt through the imposition of non-ad valorem assessments, to the land receiving such special and peculiar benefits. Even though these special and peculiar benefits are real and ascertainable, the precise amount of the benefit cannot yet be calculated with mathematical certainty. However, such benefit is more valuable than the cost of, or the actual non-ad valorem assessment amount levied on that parcel.

This Report proposes to allocate the benefit associated with the Capital Improvement Plan to the different product types proposed to be developed within the District in proportion to their density of development and intensity of use of infrastructure as measured by a

standard unit called an Equivalent Residential Unit ("ERU"). Table 4 in the *Appendix* illustrates the ERU weights that are proposed to be assigned to the product types contemplated to be developed within the District based on the densities of development and the intensities of use of infrastructure, total ERU counts for each product type, and the share of the benefit received by each product type.

The rationale behind the different ERU weights is supported by the fact that generally and on average products with smaller lot sizes will use and benefit from the improvements which are part of the Capital Improvement Plan less than products with larger lot sizes. For instance, generally and on average products with smaller lot sizes will produce less storm water runoff or may need less water/sewer capacity than products with larger lot sizes. Additionally, the value of the products with larger lot sizes is likely to appreciate by more in terms of dollars than that of the products with smaller lot sizes as a result of the implementation of the infrastructure improvements. As the exact amount of the benefit and appreciation is not possible to be calculated at this time, the use of ERU measures serves as a reasonable approximation of the relative amount of benefit received from the District's public infrastructure improvements that are part of the Capital Improvement Plan.

Table 5 in the *Appendix* presents the apportionment of the assessment associated with the Bonds (the "Bond Assessments") to the product types contemplated to be developed within the District in accordance with the ERU benefit allocation method presented in Table 4. Table 5 also presents the annual levels of the Bond Assessments annual debt service assessments per unit.

No Bond Assessments are allocated herein to the public amenities or other common areas planned for the development. Such amenities and common areas will be owned and operated by the master homeowners' association for the benefit of the entire District, will be available for use by all of the residents of the District, and are considered a common element for the exclusive benefit of property owners. Accordingly, any benefit to the amenities and common areas flows directly to the benefit of all platted lots in the District. As such, no Bond Assessments will be assigned to the amenities and common areas.

No Bond Assessments are allocated herein to the amenities or other common areas planned for the development. If owned by a homeowner's association, the amenities and common areas would be considered a common element for the exclusive benefit of property owners. Accordingly, any benefit to the amenities and

common areas would directly to the benefit of all platted lots in the District. As such, no Bond Assessments will be assigned to the amenities and common areas. If the amenities are owned by the District, then they would be governmental property not subject to the Bond Assessments and would be open to the general public, subject to District rules and policies.

5.3 Assigning Bond Assessments

As the land in the District is not yet platted for its intended final use and the precise location of the various product types by lot or parcel is unknown, the Bond Assessments will initially be levied on all of the land in the District on an equal pro-rata gross acre basis and thus the total bonded debt in the amount of \$13,815,000 will be preliminarily levied on approximately 217.82 +/- gross acres at a rate of \$63,423.93 per gross acre.

When the land is platted, the Bond Assessments will be allocated to each platted parcel on a first platted-first assigned basis based on the planned use for that platted parcel as reflected in Table 5 in the *Appendix*. Such allocation of Bond Assessments from unplatted gross acres to platted parcels will reduce the amount of Bond Assessments levied on unplatted gross acres within the District.

In the event unplatted land (the “Transferred Property”) is sold to a third party not affiliated with the Developer, the Bond Assessments will be assigned to such Transferred Property at the time of the sale based on the maximum total number of ERUs assigned by the Developer to that Transferred Property, subject to review by the District’s methodology consultant, to ensure that any such assignment is reasonable, supported by current development rights and plans, and otherwise consistent with this Report. The owner of the Transferred Property will be responsible for the total Bond Assessments applicable to the Transferred Property, regardless of the total number of ERUs ultimately actually platted. This total Bond Assessments are fixed to the Transferred Property at the time of the sale. If the Transferred Property is subsequently sub-divided into smaller parcels, the total Bond Assessments initially allocated to the Transferred Property will be re-allocated to the smaller parcels pursuant to the Methodology as described herein (i.e. equal assessment per acre until platting).

5.4 Lienability Test: Special and Peculiar Benefit to the Property

As first discussed in *Section 1.3*, Special Benefits and General Benefits, improvements undertaken by the District create special and

peculiar benefits to certain properties within the District. The District's improvements benefit assessable properties within the District and accrue to all such assessable properties on an ERU basis.

Public infrastructure improvements undertaken by the District can be shown to be creating special and peculiar benefits to the property within the District. The special and peculiar benefits resulting from each improvement are:

- a. added use of the property;
- b. added enjoyment of the property;
- c. decreased insurance premiums; and
- d. increased marketability and value of the property.

The public infrastructure improvements which are part of the Capital Improvement Plan make the land in the District developable and saleable and when implemented jointly as parts of the Capital Improvement Plan, provide special and peculiar benefits which are greater than the benefits of any single category of improvements. These special and peculiar benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of numerical value; however, such benefits are more valuable than either the cost of, or the actual assessment levied for, the improvement or debt allocated to the parcel of land.

5.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay

A reasonable estimate of the proportion of special and peculiar benefits received by the various product types from the improvements is delineated in Table 4 (expressed as the ERU factors).

The apportionment of the assessments is fair and reasonable because it was conducted on the basis of consistent application of the Methodology described in *Section 5.2* across all assessable property within the District according to reasonable estimates of the Capital Improvement Plan.

Accordingly, no acre or parcel of property within the District will be liened for the payment of Bond Assessments more than the determined special benefit peculiar to that property.

5.6 True-Up Mechanism

The Methodology described herein is based on conceptual information obtained from the Developer prior to construction. As development occurs it is possible that the number of ERUs may change. The mechanism for maintaining the Methodology over the changes is referred to as true-up.

This mechanism is to be utilized to ensure that the Bond Assessments on a per ERU basis never exceed the initially allocated assessment as contemplated in the adopted assessment Methodology. Bond Assessments per ERU preliminarily equal \$27,313.17 (\$13,815,000 in Bond Assessments divided by 505.80 ERUs) and may change based on the final bond sizing. If such changes occur, the Methodology is applied to the land based on the number of and type of units a of particular product type within each and every parcel as signified by the number of ERUs.

As the land in the District is platted, the Bond Assessments are assigned to platted parcels based on the figures in Table 5 in the *Appendix*. If as a result of platting and apportionment of the Bond Assessments to the platted parcels, the Bond Assessments per ERU for land that remains unplatted remain equal to \$27,313.17, then no true-up adjustment will be necessary.

If as a result of platting and apportionment of the Bond Assessments to the platted parcels the Bond Assessments per ERU for land that remains unplatted equal less than \$27,313.17 (for instance as a result of a larger number of units) then the per ERU Bond Assessments for all parcels within the District will be lowered if that state persists at the conclusion of platting of all land within the District.

If, in contrast, as a result of platting and apportionment of the Bond Assessments to the platted parcels, the Bond Assessments per ERU for land that remains unplatted equal more than \$27,313.17¹ (for instance as a result of a smaller number of units), taking into account any future development plans for the unplatted lands – in the District's sole discretion and to the extent such future development plans are feasible, consistent with existing entitlements and

¹ For example, if the first platting includes 50 Single-Family 50' lots, which equates to a total allocation of \$1,365,658.36 in Bond Assessments, then the remaining unplatted land would be required to absorb 154 Single-Family 40', 215 Single-Family 50' and 98 Single-Family 60' lots, or \$12,449,341.64 in Bond Assessments. If the remaining unplatted land would only be able to absorb 150 Single-Family 40', 215 Single-Family 50' and 98 Single-Family 60' lots, or \$12,361,939.50 in Bond Assessments, then a true-up, payable by the owner of the unplatted land, would be due in the amount of \$87,402.14 in Bond Assessments plus applicable accrued interest to the extent described in this Section.

governmental requirements, and reasonably expected to be implemented, then the difference in Bond Assessments plus applicable accrued interest (to the extent described below in this Section) will be collected from the owner(s) of the property which platting caused the increase of assessment per ERU to occur, in accordance with the assessment resolution and/or a true-up agreement to be entered into between the District and the Developer, which will be binding on assignees.

The owner(s) of the property will be required to immediately remit to the Trustee for redemption a true-up payment equal to the difference between the actual Bond Assessments per ERU and \$27,313.17, multiplied by the actual number of ERUs plus accrued interest to the next succeeding interest payment date on the Bonds, unless such interest payment date occurs within 45 days of such true-up payment, in which case the accrued interest shall be paid to the following interest payment date (or such other time as set forth in the supplemental indenture for the applicable series of Bonds secured by the Bond Assessments).

In addition to platting of property within the District, any planned sale of an unplatted parcel to another builder or developer will cause the District to initiate a true-up test as described above to test whether the amount of the Bond Assessments per ERU for land that remains unplatted within the District remains equal to \$27,313.17. The test will be based upon the development rights as signified by the number of ERUs associated with such parcel that are transferred from seller to buyer. The District shall provide an estoppel or similar document to the buyer evidencing the amount of Bond Assessments transferred at sale.

In considering whether to require a true-up payment, the District shall consider any requests for a deferral of true-up. In order to obtain such a deferral, a landowner seeking such deferral must provide to the District the following: a) proof of the amount of entitlements remaining on the undeveloped lands, b) a revised overall development plan showing the number and type of units reasonably planned for the remainder of the development, c) evidence of allowable zoning conditions that would enable those entitlements to be placed in accordance with the revised development plan, and d) documentation prepared by a licensed engineer that shows the feasibility of implementing the proposed development plan. The District's decision whether to grant a deferral shall be in its reasonable discretion. Prior to any decision by the District not to impose a true-up payment, a supplemental methodology shall be produced demonstrating that there will be sufficient Bond

Assessments to pay debt service on the applicable bonds and the District will conduct new proceedings under Chapter 170, *Florida Statutes* upon the advice of District Counsel. Any true-up payment shall become due and payable that tax year by the landowner of the lands subject to the proposed plat, shall be in addition to the regular Bond Assessments installment payable for such lands, and shall constitute part of the Bond Assessments liens imposed against the proposed plat property until paid.

All Bond Assessments levied run with the land, and such Bond Assessments liens include any true-up payment. The District will not release any liens on property for which true-up payments are due, until provision for such payment has been satisfactorily made. Further, upon the District's review of the final plat for the developable acres, any unallocated Bond Assessments shall become due and payable and must be paid prior to the District's approval of that plat. This true-up process applies for both plats and/or re-plats.

5.7 Preliminary Assessment Roll

Based on the per gross acre assessment proposed in Section 5.2, the Bond Assessments of \$13,815,000 are proposed to be levied uniformly over the area described in Exhibit "A". Excluding any capitalized interest period, debt service assessments shall be paid in thirty (30) annual installments.

5.8 Additional Items Regarding Bond Assessments Imposition and Allocation

This master assessment allocation methodology is intended to establish, without the need for a further public hearing, the necessary benefit and fair and reasonable allocation findings for a master assessment lien, which may give rise to one or more individual assessment liens relating to individual bond issuances necessary to fund all or a portion of the project(s) referenced herein. All such liens shall be within the benefit limits established herein and using the allocation Methodology described herein, and shall be described in one or more supplemental reports.

As set forth in any supplemental report, and for any particular bond issuance, the land developer may opt to "buy down" the Bond Assessments on particular product types and/or lands using a contribution of cash, infrastructure or other consideration, and in order for Bond Assessments to reach certain target levels. Note that any "true-up," as described herein, may require a payment to satisfy "true-up" obligations as well as additional contributions to maintain

such target assessment levels. Any amounts contributed by the developer to pay down Bond Assessments will not be eligible for “deferred costs,” if any are provided for in connection with any particular bond issuance.

In the event that the CIP is not completed, required contributions are not made, additional benefitted lands are added to the District and/or assessment area(s), or under certain other circumstances, the District may elect to reallocate the special assessments, and the District expressly reserves the right to do so, provided however that any such reallocation shall not be construed to relieve any party of contractual or other obligations to the District.

As noted herein, the Capital Improvement Plan functions as a system of improvements. Among other implications, this means that proceeds from any particular bond issuance can be used to fund improvements within any benefitted property within the District, regardless of where the Bond Assessments are levied, provided that Bond Assessments are fairly and reasonably allocated across all benefitted properties.

6.0 Additional Stipulations

6.1 Overview

Wrathell, Hunt and Associates, LLC was retained by the District to prepare a methodology to fairly allocate the special assessments related to the District’s Capital Improvement Plan. Certain financing, development and engineering data was provided by members of District Staff and/or the Developer. The allocation methodology described herein was based on information provided by those professionals. Wrathell, Hunt and Associates, LLC makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this Report. For additional information on the structure of any bonds and related items, please refer to the offering statement associated with any bonding transaction.

Wrathell, Hunt and Associates, LLC does not represent the District as a Municipal Advisor or Securities Broker nor is Wrathell, Hunt and Associates, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Wrathell, Hunt and Associates, LLC does not provide the District with financial advisory services or offer investment advice in any form.

7.0 Appendix

Table 1

Coral Bay of Lee County **Community Development District**

Development Plan

Product Type	Number of Units
Single-Family 40'	154
Single-Family 50'	265
Single-Family 60'	98
Total	517

Table 2

Coral Bay of Lee County **Community Development District**

Capital Improvement Plan Costs

Improvement	Total Costs
Stormwater Management	\$4,000,000.00
Utilities (Water/Sewer)	\$4,400,000.00
Irrigation	\$660,000.00
Hardscape/Landscape	\$300,000.00
Professional Services	\$300,000.00
Contingency	\$966,000.00
Total	\$10,626,000.00

Table 3

Coral Bay of Lee County

Community Development District

Preliminary Sources and Uses of Funds

Sources

Bond Proceeds:	
Par Amount	\$13,815,000.00
Total Sources	\$13,815,000.00

Uses

Project Fund Deposits:	
Project Fund	\$10,626,000.00
Other Fund Deposits:	
Debt Service Reserve Fund	\$1,003,644.71
Capitalized Interest Fund	\$1,657,800.00
Delivery Date Expenses:	
Costs of Issuance	\$526,300.00
Rounding	\$1,255.29
Total Uses	\$13,815,000.00

Table 4

Coral Bay of Lee County

Community Development District

Benefit Allocation

Product Type	Number of Units	ERU Weight	Total ERU
Single-Family 40'	154	0.80	123.20
Single-Family 50'	265	1.00	265.00
Single-Family 60'	98	1.20	117.60
Total	517		505.80

Table 5

Coral Bay of Lee County

Community Development District

Bond Assessments Apportionment

Product Type	Number of Units	Total Cost Allocation*	Total Bond Assessments Apportionment	Bond Assessments Apportionment per Unit	Annual Debt Service Payment per Unit**
Single-Family 40'	154	\$2,588,223.01	\$3,364,982.21	\$21,850.53	\$1,656.16
Single-Family 50'	265	\$5,567,200.47	\$7,237,989.32	\$27,313.17	\$2,069.55
Single-Family 60'	98	\$2,470,576.51	\$3,212,028.47	\$32,775.80	\$2,482.94
Total	517	\$10,626,000.00	\$13,815,000.00		

* Please note that cost allocations to units herein are based on the ERU benefit allocation illustrated in Table 4

** Includes applicable costs of collection and early payment discounts

Exhibit "A"

Bond Assessment in the total amount of \$13,815,000 will be levied on an equal pro-rata gross acre basis based on the area described below:

DESCRIPTION
OF A PARCEL OF LAND LYING IN
SECTION 28, TOWNSHIP 43 SOUTH, RANGE 24 EAST,
LEE COUNTY, FLORIDA.

A TRACT OF PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE , LYING IN SECTION 28 TOWNSHIP 43 SOUTH, RANGE 24 EAST, BEING FURTHER BOUND AND DESCRIBED AS FOLLOWS:

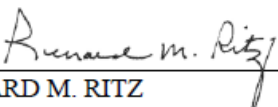
BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE ALONG THE QUARTER SECTION LINE S 89°44'52" W A DISTANCE OF 3921.74 FEET, ALONG THE QUARTER SECTION LINE; THENCE N 00°07'52" W A DISTANCE OF 1595.37 FEET; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 1488.47 FEET, WITH A RADIUS OF 1080.00 FEET, WITH A DELTA ANGLE 78°57'57", WITH A CHORD BEARING OF N 38°04'01" E, WITH A CHORD LENGTH OF 1373.43 FEET; THENCE N 88°35'04" E A DISTANCE OF 424.31 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE CONTINUE ALONG THE QUARTER SECTION LINE S 89°49'26" E A DISTANCE OF 2426.56 FEET TO THE WESTERLY RIGHT OF WAY OF DE NAVARRA PARKWAY AS RECORDED IN INSTRUMENT NUMBER 2013000219305; THENCE S 00°10'50" W A DISTANCE OF 399.21 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 332.83 FEET, WITH A RADIUS OF 886.30 FEET, WITH A DELTA ANGLE 21°30'59", WITH A CHORD BEARING OF S 10°18'02" W, WITH A CHORD LENGTH OF 330.88 FEET; THENCE WITH A COMPOUND CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 69.03 FEET, WITH A RADIUS OF 99.04 FEET, WITH A DELTA ANGLE 39°56'06", WITH A CHORD BEARING OF S 49°22'04" W, WITH A CHORD LENGTH OF 67.64 FEET; THENCE S 66°12'28" W A DISTANCE OF 27.74 FEET; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 57.30 FEET, WITH A RADIUS OF 105.50 FEET, WITH A DELTA ANGLE 31°07'13", WITH A CHORD BEARING OF S 49°07'37" W, WITH A CHORD LENGTH OF 56.60 FEET; THENCE S 33°34'00" W A DISTANCE OF 84.60 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH ARC LENGTH OF 204.58 FEET, WITH A RADIUS OF 950.22 FEET, WITH A DELTA ANGLE 12°20'09", WITH A CHORD BEARING OF S 39°44'05" W, WITH A CHORD LENGTH OF 204.19 FEET; THENCE S 40°23'04" E A DISTANCE OF 100.19 FEET; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 128.22 FEET, WITH A RADIUS OF 1050.22 FEET, WITH A DELTA ANGLE 06°59'43", WITH A CHORD BEARING OF N 42°45'33" E, WITH A CHORD LENGTH OF 128.14 FEET; THENCE WITH A REVERSE CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 129.61 FEET, WITH A RADIUS OF 125.00 FEET, WITH A DELTA ANGLE 59°24'30", WITH A CHORD BEARING OF N 68°57'56" E, WITH A CHORD LENGTH OF 123.88 FEET; THENCE WITH A COMPOUND CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 141.60 FEET, WITH A RADIUS OF 1274.50 FEET, WITH A DELTA ANGLE 06°21'56", WITH A CHORD BEARING OF S 78°08'51" E WITH A CHORD LENGTH OF 141.52 FEET; THENCE WITH A REVERSE CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 143.84 FEET, WITH A RADIUS OF 512.50 FEET, WITH A DELTA ANGLE 16°04'49", WITH A CHORD BEARING OF S 83°00'18" E, WITH A CHORD LENGTH OF 143.36 FEET; THENCE S 45°43'31" E A DISTANCE OF 5.71 FEET; THENCE N 88°57'09" E A DISTANCE OF 23.24 FEET TO THE QUARTER SECTION LINE; THENCE CONTINUE ALONG THE EAST LINE OF SAID SECTION S 00°19'44" E A DISTANCE OF 1630.03 FEET; WHICH IS THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 217.824 ACRES MORE OR LESS.

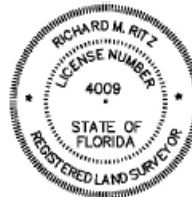
BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 28,
TOWNSHIP 43 SOUTH, RANGE 24 EAST, BEARING S.89°49'26"E.

PARCEL SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS AND RESERVATIONS OF
RECORD.

DESCRIPTION PREPARED: AUGUST 03, 2021



RICHARD M. RITZ
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATION NO. 4009
DATE SIGNED: 08-03-21



Digitally signed by Richard M. Ritz, R.L.S. #4009 State of Florida using an SHA-1 authentication code. Printed copies of this document are not considered signed and sealed and the SHA-1 authentication code must be verified on any electronic copies. Date: 2021.08.03 11:49:07 -04'00'

**CORAL BAY OF LEE
COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

4E

RESOLUTION 2022-32

**[SECTION 170.08, F.S. DEBT ASSESSMENT RESOLUTION FOR
CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT]**

A RESOLUTION MAKING CERTAIN FINDINGS; AUTHORIZING A CAPITAL IMPROVEMENT PLAN; ADOPTING AN ENGINEER’S REPORT; PROVIDING AN ESTIMATED COST OF IMPROVEMENTS; ADOPTING AN ASSESSMENT REPORT; EQUALIZING, APPROVING, CONFIRMING AND LEVYING DEBT ASSESSMENTS; ADDRESSING THE FINALIZATION OF SPECIAL ASSESSMENTS; ADDRESSING THE PAYMENT OF DEBT ASSESSMENTS AND THE METHOD OF COLLECTION; PROVIDING FOR THE ALLOCATION OF DEBT ASSESSMENTS AND TRUE-UP PAYMENTS; ADDRESSING GOVERNMENT PROPERTY, AND TRANSFERS OF PROPERTY TO UNITS OF LOCAL, STATE AND FEDERAL GOVERNMENT; AUTHORIZING AN ASSESSMENT NOTICE; AND PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Coral Bay of Lee County Community Development District (“**District**”) is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“**Act**”); and

WHEREAS, the District has previously indicated its intention to construct certain types of improvements and to finance such improvements through the issuance of bonds, notes or other specific financing mechanisms, which bonds, notes or other specific financing mechanisms would be repaid by the imposition of special assessments on benefited property within the District; and

WHEREAS, the District’s Board of Supervisors (“**Board**”) has noticed and conducted a public hearing pursuant to Chapters 170, 190 and 197, *Florida Statutes*, relating to the imposition, levy, collection and enforcement of such assessments, and now desires to adopt a resolution imposing and levying such assessments as set forth herein.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF
THE CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT
AS FOLLOWS:**

1. **AUTHORITY.** This Resolution is adopted pursuant to Chapters 170, 190 and 197, *Florida Statutes*, including without limitation, Section 170.08, *Florida Statutes*. The recitals stated above are incorporated herein; are adopted by the Board as true and correct statements; and are further declared to be findings made and determined by the Board.

2. **FINDINGS.** The Board further finds and determines as follows:

The Capital Improvement Plan

a. The District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct roadways, sewer and water distribution systems, stormwater management/earthwork

improvements, landscape, irrigation and entry features, conservation and mitigation, street lighting and other infrastructure projects and services necessitated by the development of, and serving lands within, the District; and

- b. On March 31, 2022, and pursuant to Section 170.03, *Florida Statutes*, among other laws, the Board adopted Resolution 2022-25 (“**Declaring Resolution**”), and in doing so determined to undertake a capital improvement plan to install, plan, establish, construct or reconstruct, enlarge, equip, acquire, operate and/or maintain the District’s capital improvements planned for all lands within the District (“**Project**”); and
- c. The Project is described in the Declaring Resolution and the *Engineer’s Report* dated March 31, 2022 (“**Engineer’s Report**,” attached hereto as **Exhibit A** and incorporated herein by this reference), and the plans and specifications for the Project is on file in the offices of the District Manager at c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District Records Office**”); and

The Debt Assessment Process

- d. Also as part of the Declaring Resolution, the Board expressed an intention to issue bonds, notes or other specific financing mechanisms to provide a portion of the funds needed for the Project, and further declared its intention to defray the whole or any part of the expense of the Projects by levying special assessments (“**Debt Assessments**”) on specially benefited property within the District – specifically all lands within the District (“**Assessment Area**”); and
- e. The Declaring Resolution was adopted in compliance with the requirements of Section 170.03, *Florida Statutes*, and prior to the time it was adopted, the requirements of Section 170.04, *Florida Statutes*, had been met; and
- f. As directed by the Declaring Resolution, said Declaring Resolution was published as required by Section 170.05, *Florida Statutes*, and a copy of the publisher’s affidavit of publication is on file with the Secretary of the District; and
- g. As directed by the Declaring Resolution, the Board caused to be made a preliminary assessment roll as required by Section 170.06, *Florida Statutes*; and
- h. As required by Section 170.07, *Florida Statutes*, and as part of the Declaring Resolution, the Board fixed the time and place of a public hearing at which owners of the property to be assessed and other persons interested therein could appear before the Board and be heard as to (i) the propriety and advisability of making the improvements, (ii) the cost thereof, (iii) the manner of payment therefore, and (iv) the amount thereof to be assessed against each specially benefited property or parcel, and the Board further authorized publication of notice of such public hearing and individual mailed notice of such public hearing in accordance with Chapters 170, 190, and 197, *Florida Statutes*; and
- i. Notice of the scheduled public hearing was given by publication and also by mail as required by Sections 170.07 and 197.3632, *Florida Statutes*, and affidavits as to such publication and mailings are on file in the office of the Secretary of the District; and

- j. On May 26, 2022, and at the time and place specified in the Declaring Resolution, the Board conducted such public hearing and heard and considered all complaints and testimony as to the matters described above; the Board further met as an “Equalization Board;” and the Board has made such modifications in the preliminary assessment roll as it deems necessary, just and right in the making of the final assessment roll; and

Equalization Board Additional Findings

- k. Having considered the estimated costs of the Projects, the estimated financing costs and all comments and evidence presented at such public hearing, the Board further finds and determines that:
 - i. It is necessary to the public health, safety and welfare and in the best interests of the District that: (1) the District provide the Project as set forth in the Engineer’s Report; (2) the cost of such Project be assessed against the lands specially benefited by such Project, and within the Assessment Area, as set forth in the Assessment Report; and (3) the District issue bonds, notes or other specific financing mechanisms to provide funds for such purposes pending the receipt of such Debt Assessments; and
 - ii. The provision of said Project, the levying of the Debt Assessments, and the sale and issuance of such bonds, notes, or other specific financing mechanisms serve a proper, essential, and valid public purpose and are in the best interests of the District, its landowners and residents; and
 - iii. The estimated costs of the Project is as specified in the Engineer’s Report and Assessment Report (defined below), and the amount of such costs is reasonable and proper; and
 - iv. It is reasonable, proper, just and right to assess the cost of such Projects against the properties specially benefited thereby in the Assessment Areas, using the method determined by the Board and set forth in the *Master Special Assessment Methodology Report*, dated March 31, 2022 (“**Assessment Report**,” attached hereto as **Exhibit B** and incorporated herein by this reference), which results in the Debt Assessments set forth on the final assessment roll; and
 - v. The Project benefits the Assessment Area as set forth in the Assessment Report; and
 - vi. Accordingly, the Debt Assessments as set forth in the Assessment Report constitute a special benefit to the applicable parcels of real property listed on said final assessment roll, and the benefit, in the case of each such parcel, will be equal to or in excess of the Debt Assessments imposed thereon, as set forth in **Exhibit B**; and

- vii. All developable property within the Assessment Area is deemed to be benefited by the Project, and the Debt Assessments will be allocated in accordance with the Assessment Report at **Exhibit B**; and
- viii. The Debt Assessments are fairly and reasonably allocated across the benefitted property, as set forth in **Exhibit B**; and
- ix. It is in the best interests of the District that the Debt Assessments be paid and collected as herein provided; and
- x. In order to provide funds with which to pay the costs of the Project which are to be assessed against the benefited properties, pending the collection of the Debt Assessments, it is necessary for the District to issue revenue bonds, notes or other specific financing mechanisms, including refunding bonds (together, "**Bonds**").

3. **AUTHORIZATION FOR THE PROJECT; ADOPTION OF ENGINEER'S REPORT.** The Engineer's Report identifies and describes the infrastructure improvements to be financed in part with the Bonds, and sets forth the cost of the Project. The District hereby confirms that the Project serves a proper, essential, and valid public purpose. The use of the Engineer's Report in connection with the sale of the Bonds is hereby authorized, approved and ratified, and the proper officers, employees and/or agents of the District are hereby authorized and directed to take such further action as may be necessary or desirable to cause the same to be made.

4. **ESTIMATED COST OF IMPROVEMENTS.** The total estimated cost of the Project and the cost to be paid by the Debt Assessments on all specially benefited property are set forth in **Exhibits A and B**, respectively, hereto.

5. **ADOPTION OF ASSESSMENT REPORT.** The Assessment Report setting forth the allocation of Debt Assessments to the benefitted lands within the Assessment Area is hereby approved, adopted, and confirmed. The District ratifies its use in connection with the sale of the Bonds.

6. **EQUALIZATION, APPROVAL, CONFIRMATION AND LEVY OF DEBT ASSESSMENTS.** The Debt Assessments imposed on the parcels specially benefited by the Project within the Assessment Area, all as specified in the final assessment roll set forth in **Exhibit B**, attached hereto, are hereby equalized, approved, confirmed and levied.

Immediately following the adoption of this Resolution, the lien of Debt Assessments as reflected in **Exhibit B**, attached hereto, shall be recorded by the Secretary of the District in the District's "**Improvement Lien Book.**" The Debt Assessments levied against each respective parcel shown on such final assessment roll and interest, costs, and penalties thereon, as hereafter provided, shall be and shall remain a legal, valid and binding first lien on such parcel, coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims.

- a. **Supplemental Assessment Resolutions for Bonds.** The lien for the Debt Assessments established hereunder shall be inchoate until the District issues Bonds. In connection with the issuance of any particular series of the Bonds, the District may adopt, without the need for further public hearing, a supplemental assessment resolution establishing specific Debt Assessments, in one or more separately enforceable Debt Assessment liens,

securing such Bonds. Such subsequent resolutions shall be adopted at a noticed meeting of the District, and shall set forth the actual amounts financed, costs of issuance, expected costs of collection, and the total amount of the assessments pledged to that issue, which amount shall be consistent with the lien imposed by this Resolution. Among other things, the supplemental assessment resolutions may provide for the issuance of multiple series of Bonds each secured by the Assessment Area.

- b. **Adjustments to Debt Assessments.** The District may, by subsequent resolution, adjust the acreage assigned to particular parcel identification numbers listed on the final assessment roll to reflect accurate apportionment of acreage amongst individual parcel identification numbers. The District may make any other such acreage and boundary adjustments to parcels listed on the final assessment roll as may be necessary and in the best interests of the District, as determined by the Board by subsequent resolution. Any such adjustment in the assessment roll shall be consistent with the requirements of law.
- c. **Contributions.** In connection with the issuance of a series of the Bonds, the project developer may request that any related Debt Assessments be reduced for certain product types. To accomplish any such requested reduction, and pursuant to the terms of an applicable acquisition agreement, and this resolution, the developer will agree to provide a contribution of infrastructure, work product, or land based on the lesser of cost basis or appraised value, comprising a portion of the Project and to meet the minimum requirements set forth in the Assessment Report, if any. Any such contributions shall not be eligible for payment under the Bonds.
- d. **Impact Fee Credits.** The District may or may not be entitled to impact fee credits as a result of the development of the Project, based on applicable laws and/or agreements governing impact fee credits. Unless otherwise addressed by supplemental assessment resolution, the proceeds from any impact fee credits received may be used in the District's sole discretion as an offset for any acquisition of any portion of the Project (e.g., land based on the lesser of cost basis or appraised value, infrastructure and/or work product), for completion of the Project, or otherwise used against the outstanding indebtedness of any debt issuance that funded the improvement giving rise to the credits.

7. **FINALIZATION OF DEBT ASSESSMENTS.** When the Project has been constructed or otherwise provided to the satisfaction of the Board, the Board shall adopt a resolution accepting the same and determining the actual costs (including financing costs) thereof, as required by Sections 170.08 and 170.09, *Florida Statutes*. Pursuant to Section 170.08, *Florida Statutes*, the District shall credit to each Debt Assessment the difference, if any, between the Debt Assessment as hereby made, approved and confirmed and the actual costs incurred in completing the Project. In making such credits, no credit shall be given for bond, note or other specific financing mechanism costs, capitalized interest, funded reserves or bond or other discounts. Such credits, if any, shall be entered in the Improvement Lien Book.

8. **PAYMENT OF DEBT ASSESSMENTS AND METHOD OF COLLECTION.**

- a. **Payment.** The Debt Assessments, as further set forth in each supplemental assessment resolution, and securing the issuance of each series of the Bonds, may be paid in not more than thirty (30) yearly installments of principal and interest – beginning upon the issuance of the particular series of the Bonds (and after taking into account any capitalized interest

periods), provided, however, that the Board shall at any time make such adjustments by resolution, and at a noticed meeting of the Board, to that payment schedule as may be necessary and in the best interests of the District to account for changes in long and short term debt as actually issued by the District.

- b. **Prepayment.** Subject to the provisions of any supplemental assessment resolution, any owner of property subject to the Debt Assessments may, at its option, pre-pay the entire amount of the Debt Assessment any time, or a portion of the amount of the Debt Assessment up to two times, plus accrued interest to the next succeeding interest payment date (or the second succeeding interest payment date if such prepayment is made within forty-five (45) calendar days before an interest payment date (or such other time as set forth in the supplemental indenture for the applicable series of bonds secured by the Debt Assessments in question)), attributable to the property subject to Debt Assessments owned by such owner. Prepayment of Debt Assessments does not entitle the property owner to any discounts for early payment. If authorized by a supplemental assessment resolution, the District may grant a discount equal to all or a part of the payee's proportionate share of the cost of the applicable Project consisting of bond financing costs, such as capitalized interest, funded reserves, and bond discount included in the estimated cost of the applicable Project, upon payment in full of any Debt Assessment during such period prior to the time such financing costs are incurred as may be specified by the District.
- c. **Uniform Method; Alternatives.** The District may elect to use the method of collecting Debt Assessments authorized by Sections 197.3632 and 197.3635, *Florida Statutes* ("**Uniform Method**"). The District has heretofore taken all required actions to comply with Sections 197.3632 and 197.3635, *Florida Statutes*. Such Debt Assessments may be subject to all of the collection provisions of Chapter 197, *Florida Statutes*. Notwithstanding the above, in the event the Uniform Method of collecting its Debt Assessments is not available to the District in any year, or if determined by the District to be in its best interests, and subject to the terms of any applicable trust indenture, the Debt Assessments may be collected as is otherwise permitted by law. In particular, the District may, in its sole discretion, collect Debt Assessments by directly billing landowners and enforcing said collection in any manner authorized by law. Any prejudgment interest on delinquent assessments that are directly billed shall accrue at the applicable rate of any bonds or other debt instruments secured by the Debt Assessments. The decision to collect Debt Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect Debt Assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.
- d. **Uniform Method Agreements Authorized.** For each year the District uses the Uniform Method, the District shall enter into an agreement with the County Tax Collector who may notify each owner of a lot or parcel within the District of the amount of the special assessment, including interest thereon, in the manner provided in Section 197.3635, *Florida Statutes*.
- e. **Re-amortization.** Any particular lien of the Debt Assessments shall be subject to re-amortization where the applicable series of Bonds is subject to re-amortization pursuant

to the applicable trust indenture and where the context allows.

9. ALLOCATION OF DEBT ASSESSMENTS; APPLICATION OF TRUE-UP PAYMENTS.

- a. At such time as parcels of land, or portions thereof, are included in a plat or site plan, it shall be an express condition of the lien established by this Resolution that, prior to County approval, any and all plats or site plans for any portion of the lands within the District, as the District's boundaries may be amended from time to time, shall be presented to the District Manager for review. As parcels of land, or portions thereof, are included in a plat or site plan, the District Manager shall review the plat or site plan and cause the Debt Assessments securing each series of Bonds to be reallocated to the units being included in the plat or site plan and the remaining property in accordance with **Exhibit B**, and cause such reallocation to be recorded in the District's Improvement Lien Book.
- b. Pursuant to the Assessment Report, attached hereto as **Exhibit B**, and which terms are incorporated herein, there may be required from time to time certain true-up payments. When a plat or site plan is presented to the District, the District Manager shall review the plat or site plan to determine whether, taking into account the plat or site plan, there is a net shortfall in the overall principal amount of assessments reasonably able to be assigned to benefitted lands within the Assessment Area. Such determination shall be made based on the language in this Resolution and/or the tests or other methods set forth in **Exhibit B** (if any), or any tests or methods set forth in a supplemental assessment resolution and corresponding assessment report. If the overall principal amount of assessments reasonably cannot be assigned, or is not reasonably expected to be assigned, as set forth in more detail in and subject to the terms of **Exhibit B** (or any supplemental resolution and report, as applicable), to the platted and site planned lands as well as the undeveloped lands, then a debt reduction payment ("**True-Up Payment**") in the amount of such shortfall shall become due and payable that tax year by the landowner(s) of record of the land subject to the proposed plat or site plan and of the remaining undeveloped lands, in addition to any regular assessment installment. The District's review shall be limited solely to this function and the enforcement of the lien established by this Resolution. In the event a True-Up Payment is due and unpaid, the lien established herein for the True-Up Payment amount shall remain in place until such time as the True-Up Payment is made. The District shall record all True-Up Payments in its Improvement Lien Book.
- c. In connection with any true-up determination, affected landowner(s) may request that such true-up determination be deferred because the remaining undeveloped lands are able to support the development of all of the originally planned units within the Assessment Area. To support the request, the affected landowner(s) shall provide the following evidence for the District's consideration: a) proof of the amount of entitlements remaining on the undeveloped lands within the Assessment Area, b) a revised overall development plan showing the number and type of units reasonably planned for the remainder of the development, c) evidence of allowable zoning conditions that would enable those entitlements to be placed in accordance with the revised development plan, and d) documentation prepared by a licensed engineer that shows the feasibility of implementing the proposed development plan. Any deferment shall be in the District's

reasonable discretion.

- d. The foregoing is based on the District's understanding that the community would be developed with the type and number of units set forth in **Exhibit B**, on the developable acres. However, more than the stated number of units may be developed. In no event shall the District collect Debt Assessments pursuant to this Resolution in excess of the total debt service related to the Project, including all costs of financing and interest. The District recognizes that such things as regulatory requirements and market conditions may affect the timing and scope of the development in the District. If the strict application of the true-up methodology to any assessment reallocation pursuant to this paragraph would result in Debt Assessments collected in excess of the District's total debt service obligations for the Project, the Board shall by resolution take appropriate action to equitably reallocate the Debt Assessments.
- e. As set forth in any supplemental assessment resolution and/or supplemental assessment report for a specific series of Bonds, the District may assign a specific debt service assessment lien comprising a portion of the Debt Assessments to the Assessment Area, and, accordingly, any related true-up determinations may be limited to determining whether the planned units for such specified lands in the Assessment Area have been and/or will be developed.

10. GOVERNMENT PROPERTY; TRANSFERS OF PROPERTY TO UNITS OF LOCAL, STATE, AND FEDERAL GOVERNMENT. Real property owned by units of local, state, and federal governments, or similarly exempt entities, shall not be subject to the Debt Assessments without specific consent thereto. If at any time, any real property on which Debt Assessments are imposed by this Resolution is sold or otherwise transferred to a unit of local, state, or federal government (without consent of such governmental unit to the imposition of Debt Assessments thereon), or similarly exempt entity, all future unpaid Debt Assessments for such tax parcel shall become due and payable immediately prior to such transfer without any further action of the District.

11. ASSESSMENT NOTICE. The District's Secretary is hereby directed to record a general Notice of Assessments in the Official Records of Lee County, Florida, which shall be updated from time to time in a manner consistent with changes in the boundaries of the District.

12. SEVERABILITY. If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

13. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

14. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

APPROVED AND ADOPTED THIS 26th DAY OF MAY, 2022.

ATTEST:

**CORAL BAY OF LEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

Secretary

Chair/Vice Chair

Exhibit A: *Engineer's Report, dated March 31, 2022*

Exhibit B: *Master Special Assessment Methodology Report, dated March 31, 2022*

Exhibit A: *Engineer's Report*, dated March 31, 2022

Exhibit B: *Master Special Assessment Methodology Report, dated March 31, 2022*

**CORAL BAY OF LEE
COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

5A

The News-Press media group

news-press.com A GANNETT COMPANY

Attn:

**CORAL BAY OF LEE COUNTY CDD
2300 GLADES RD
BOCA RATON, FL 33431**

STATE OF FLORIDA COUNTY OF LEE:

Before the undersigned authority personally appeared

D. Roberts, who on oath says that

he or she is a Legal Assistant of the News-Press, a daily newspaper published at Fort Myers in Lee County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of

Notice of Meetings

In the Twentieth Judicial Circuit Court was published in said newspaper editions dated or by publication on the newspaper's website, if authorized, on:

05/06/2022, 05/13/2022

Affiant further says that the said News-Press is a paper of general circulation daily in Lee County and published at Fort Myers, in said Lee County, Florida, and that the said newspaper has heretofore been continuously published in said Lee County, Florida each day and has been entered as periodicals matter at the post office in Fort Myers, in said Lee County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 24th of May 2022, by legal clerk who is personally known to me.

D. Roberts

Affiant

Kathleen Allen

Notary State of Wisconsin, County of Brown

1-2-25

My commission expires

of Affidavits: 1

This is not an invoice

**KATHLEEN ALLEN
Notary Public
State of Wisconsin**

CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARINGS TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2021/2022 AND THE FISCAL YEAR 2022/2023 BUDGETS; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

The Board of Supervisors ("Board") of the Coral Bay of Lee County Community Development District ("District") will hold public hearings on May 26, 2022 at 10:00 a.m., at the offices of Banks Engineering, 10511 Six Mile Cypress Parkway, Fort Myers, Florida 3396, for the purpose of hearing comments and objections on the adoption of the proposed budgets ("Proposed Budgets") of the District for the fiscal year ending September 30, 2022 ("Fiscal Year 2021/2022") and the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("Fiscal Year 2022/2023"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it.

A copy of the agenda and Proposed Budgets may be obtained by contacting the offices of the District Manager, Wrathell Hunt & Associates, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (877) 276-0889 ("District Manager's Office"), during normal business hours.

The public hearings and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearings and meeting may be continued to a date, time, and place to be specified on the record at the hearings or meeting.

Any person requiring special accommodations at this meeting and/or public hearings or requiring assistance connecting to any communications media technology because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting and public hearings. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

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

District Manager
AD# 5233858

May 6, 13, 2022

**CORAL BAY OF LEE
COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

5B

RESOLUTION 2022-33

THE ANNUAL APPROPRIATION RESOLUTION OF THE CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has submitted to the Board of Supervisors (“**Board**”) of the Coral Bay of Lee County Community Development District (“**District**”) proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2021 and ending September 30, 2022 (“**Fiscal Year 2021/2022**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes ("Adopted Budget")*, and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Coral Bay of Lee County Community Development District for the Fiscal Year Ending September 30, 2022."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2021/2022, the amounts identified below to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND

See Exhibit A

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2021/2022 or within 60 days following the end of the Fiscal Year 2021/2022 may amend its Adopted Budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.
- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.

- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016, *Florida Statutes*, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget under subparagraphs c. and d. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

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

ATTEST:

**CORAL BAY OF LEE COUNTY COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT A: Adopted Budget

**CORAL BAY OF LEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2022**

**CORAL BAY OF LEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT
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**CORAL BAY OF LEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2022**

	<u>Proposed Budget FY 2022</u>
REVENUES	
Landowner contribution	\$ 65,015
Total revenues	<u>65,015</u>
EXPENDITURES	
Professional & administrative	
Management/accounting/recording	22,000
Legal	25,000
Engineering	2,000
Audit*	-
Arbitrage rebate calculation*	-
Dissemination agent*	250
Trustee*	-
Telephone	200
Postage	500
Printing & binding	500
Legal advertising	6,500
Annual special district fee	175
Insurance	5,500
Contingencies/bank charges	500
Website hosting & maintenance	1,680
Website ADA compliance	210
Total expenditures	<u>65,015</u>
Excess/(deficiency) of revenues over/(under) expenditures	-
Fund balance - beginning (unaudited)	-
Fund balance - ending	<u><u>\$ -</u></u>

* These items will be realized when bonds are issued

** WHA will charge a reduced management fee of \$2,000 per month until bonds are issued.

**CORAL BAY OF LEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Management/accounting/recording \$ 22,000

Wrathell, Hunt and Associates, LLC (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.

Legal 25,000

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.

Engineering 2,000

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.

Audit -

Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.

Arbitrage rebate calculation* -

To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.

Dissemination agent* 250

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 & Associates serves as dissemination agent.

Telephone 200

Telephone and fax machine.

Postage 500

Mailing of agenda packages, overnight deliveries, correspondence, etc.

Printing & binding 500

Letterhead, envelopes, copies, agenda packages

Legal advertising 6,500

The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.

Annual special district fee 175

Annual fee paid to the Florida Department of Economic Opportunity.

Insurance 5,500

The District will obtain public officials and general liability insurance.

Contingencies/bank charges 500

Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.

Website hosting & maintenance 1,680

Website ADA compliance 210

Total expenditures \$ 65,015

**CORAL BAY OF LEE
COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

6A

The News-Press media group

news-press.com A GANNETT COMPANY

Attn:

**CORAL BAY OF LEE COUNTY CDD
2300 GLADES RD
BOCA RATON, FL 33431**

STATE OF FLORIDA COUNTY OF LEE:

Before the undersigned authority personally appeared

D. Roberts, who on oath says that he or she is a Legal Assistant of the News-Press, a daily newspaper published at Fort Myers in Lee County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of

Notice of Meetings

In the Twentieth Judicial Circuit Court was published in said newspaper editions dated or by publication on the newspaper's website, if authorized, on:

05/06/2022, 05/13/2022

Affiant further says that the said News-Press is a paper of general circulation daily in Lee County and published at Fort Myers, in said Lee County, Florida, and that the said newspaper has heretofore been continuously published in said Lee County, Florida each day and has been entered as periodicals matter at the post office in Fort Myers, in said Lee County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 24th of May 2022, by legal clerk who is personally known to me.

D. Roberts

Affiant

Kathleen Allen

Notary State of Wisconsin, County of Brown

1-2-25

My commission expires

of Affidavits: 1

This is not an invoice

**KATHLEEN ALLEN
Notary Public
State of Wisconsin**

CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARINGS TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2021/2022 AND THE FISCAL YEAR 2022/2023 BUDGETS; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

The Board of Supervisors ("Board") of the Coral Bay of Lee County Community Development District ("District") will hold public hearings on May 26, 2022 at 10:00 a.m., at the offices of Banks Engineering, 10511 Six Mile Cypress Parkway, Fort Myers, Florida 3396, for the purpose of hearing comments and objections on the adoption of the proposed budgets ("Proposed Budgets") of the District for the fiscal year ending September 30, 2022 ("Fiscal Year 2021/2022") and the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("Fiscal Year 2022/2023"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it.

A copy of the agenda and Proposed Budgets may be obtained by contacting the offices of the District Manager, Wrathell Hunt & Associates, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (877) 276-0889 ("District Manager's Office"), during normal business hours.

The public hearings and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearings and meeting may be continued to a date, time, and place to be specified on the record at the hearings or meeting.

Any person requiring special accommodations at this meeting and/or public hearings or requiring assistance connecting to any communications media technology because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting and public hearings. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

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

District Manager
AD# 5233858

May 6, 13, 2022

**CORAL BAY OF LEE
COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

6B

RESOLUTION 2022-34

THE ANNUAL APPROPRIATION RESOLUTION OF THE CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has submitted to the Board of Supervisors (“**Board**”) of the Coral Bay of Lee County Community Development District (“**District**”) proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (“**Fiscal Year 2022/2023**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes ("Adopted Budget")*, and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Coral Bay of Lee County Community Development District for the Fiscal Year Ending September 30, 2023."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2022/2023, the amounts identified below to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND

See Exhibit A

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2022/2023 or within 60 days following the end of the Fiscal Year 2022/2023 may amend its Adopted Budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.
- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.

- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016, *Florida Statutes*, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget under subparagraphs c. and d. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

[REMAINDER OF PAGE INTENTIONALL LEFT BLANK]

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

ATTEST:

**CORAL BAY OF LEE COUNTY COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT A: Adopted Budget

**CORAL BAY OF LEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2023**

**CORAL BAY OF LEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT
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**CORAL BAY OF LEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2023**

	Proposed Budget FY 2023
REVENUES	
Landowner contribution	\$ 96,290
Total revenues	96,290
EXPENDITURES	
Professional & administrative	
Management/accounting/recording	48,000
Legal	25,000
Engineering	2,000
Audit*	5,000
Arbitrage rebate calculation	1,000
Dissemination agent	1,000
Trustee	4,500
Telephone	200
Postage	500
Printing & binding	500
Legal advertising	1,500
Annual special district fee	175
Insurance	5,500
Contingencies/bank charges	500
Website hosting & maintenance	705
Website ADA compliance	210
Total expenditures	96,290
Excess/(deficiency) of revenues over/(under) expenditures	-
Fund balance - beginning (unaudited)	-
Fund balance - ending	\$ -

**CORAL BAY OF LEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Management/accounting/recording \$ 48,000

Wrathell, Hunt and Associates, LLC (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.

Legal 25,000

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.

Engineering 2,000

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.

Audit 5,000

Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.

Arbitrage rebate calculation 1,000

To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.

Dissemination agent 1,000

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 & Associates serves as dissemination agent.

Telephone 200

Telephone and fax machine.

Postage 500

Mailing of agenda packages, overnight deliveries, correspondence, etc.

Printing & binding 500

Letterhead, envelopes, copies, agenda packages

Legal advertising 1,500

The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.

Annual special district fee 175

Annual fee paid to the Florida Department of Economic Opportunity.

Insurance 5,500

The District will obtain public officials and general liability insurance.

Contingencies/bank charges 500

Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.

Website hosting & maintenance 705

Website ADA compliance 210

Total expenditures \$ 96,290

**CORAL BAY OF LEE
COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

7A

Attn:
CORAL BAY OF LEE COUNTY CDD
2300 GLADES RD
BOCA RATON, FL 33431

CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES

The Coral Bay of Lee County Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the fiscal year ending September 30, 2022, with an option for additional annual renewals, subject to mutual agreement by both parties. The District is a local unit of special-purpose government created under Chapter 190, Florida Statutes, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in the Lee County, Florida. The final contract will require that, among other things, the audit for the fiscal year ending September 30, 2022, be completed no later than June 30, 2023.

STATE OF FLORIDA COUNTY OF LEE:
Before the undersigned authority personally appeared Nicole Jacobs, who on oath says that he or she is a Legal Assistant of the News-Press, a daily newspaper published at Fort Myers in Lee County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of

The auditing entity submitting a proposal must be duly licensed under Chapter 473, Florida Statutes, and be qualified to conduct audits in accordance with "Government Auditing Standards," as adopted by the Florida Board of Accountancy. Audits shall be conducted in accordance with Florida Law and particularly Section 218.39, Florida Statutes, and the rules of the Florida Auditor General.

Proposal packages, which include evaluation criteria and instructions to proposers, are available from the District Manager at the address and telephone number listed below.

CORAL BAY OF LEE COUNTY COMMUNITY
DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS FOR
ANNUAL AUDIT SERVICES The Coral Bay of Lee County
Community Development Distr

Proposers must provide one (1) electronic copy and one (1) unbound copy of their proposal to the offices of the District Manager, located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, ph: (877) 276-0889 ("District Manager"), in an envelope marked on the outside "Auditing Services, Coral Bay of Lee County Community Development District." Proposals must be received by 12:00 p.m., on March 22, 2022, at the office of the District Manager. Please direct all questions regarding this Notice to the District Manager.

In the Twentieth Judicial Circuit Court was published in said newspaper editions dated in the issues of or by publication on the newspaper's website, if authorized, on :

District Manager
AD# 5171123

March 15, 2022

03/15/2022

Affiant further says that the said News-Press is a paper of general circulation daily in Lee County and published at Fort Myers, in said Lee County, Florida, and that the said newspaper has heretofore been continuously published in said Lee County, Florida each day and has been entered as periodicals matter at the post office in Fort Myers, in said Lee County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper editions dated:

Sworn to and Subscribed before me this 15th of March 2022, by legal clerk who is personally known to me.

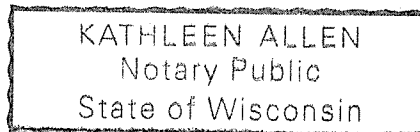
Nicole Jacobs
Affiant

Kathleen Allen
Notary State of Wisconsin, County of Brown
1-7-22

My commission expires

of Affidavits 1

This is not an invoice



**CORAL BAY OF LEE
COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

7B

**CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES**

The Coral Bay of Lee County Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the fiscal year ending September 30, 2022, with an option for additional annual renewals, subject to mutual agreement by both parties. The District is a local unit of special-purpose government created under Chapter 190, *Florida Statutes*, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in the Lee County, Florida. The final contract will require that, among other things, the audit for the fiscal year ending September 30, 2022, be completed no later than June 30, 2023.

The auditing entity submitting a proposal must be duly licensed under Chapter 473, *Florida Statutes*, and be qualified to conduct audits in accordance with "Government Auditing Standards," as adopted by the Florida Board of Accountancy. Audits shall be conducted in accordance with Florida Law and particularly Section 218.39, *Florida Statutes*, and the rules of the Florida Auditor General.

Proposal packages, which include evaluation criteria and instructions to proposers, are available from the District Manager at the address and telephone number listed below.

Proposers must provide one (1) electronic copy and one (1) unbound copy of their proposal to the offices of the District Manager, located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, ph: (877) 276-0889 ("District Manager"), in an envelope marked on the outside "Auditing Services, Coral Bay of Lee County Community Development District." Proposals must be received by 12:00 p.m., on March 22, 2022, at the office of the District Manager. Please direct all questions regarding this Notice to the District Manager.

District Manager

CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR PROPOSALS

District Auditing Services for Fiscal Year 2022

Lee County, Florida

INSTRUCTIONS TO PROPOSERS

SECTION 1. DUE DATE. Sealed proposals must be received no later than **March 22, 2022**, at 12:00 p.m., at the offices of District Manager, located at Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. Proposals will be publicly opened at that time.

SECTION 2. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 3. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 5. SUBMISSION OF PROPOSAL. Submit (1) of the Proposal Documents, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title "Auditing Services – Coral Bay of Lee County Community Development District" on the face of it. **Please include pricing for each additional bond issuance.**

SECTION 6. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 7. PROPOSAL DOCUMENTS. The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (“**Proposal Documents**”).

SECTION 8. PROPOSAL. In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

SECTION 9. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 10. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

SECTION 11. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of the District’s limited waiver of liability contained in Section 768.28, *Florida Statutes*, or any other statute or law.

SECTION 12. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List the position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The lump sum cost of the provision of the services under the proposal, plus the lump sum cost of four (4) annual renewals.

SECTION 13. PROTESTS. In accordance with the District’s Rules of Procedure, any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) calendar hours (excluding Saturday, Sunday, and state holidays) after the receipt of the Proposal Documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be

filed within seven (7) calendar days (including Saturday, Sunday, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to the aforesaid Proposal Documents.

SECTION 14. EVALUATION OF PROPOSALS. The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

**CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT
AUDITOR SELECTION
EVALUATION CRITERIA**

1. *Ability of Personnel.* (20 Points)

(E.g., geographic location of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.)

2. *Proposer's Experience.* (20 Points)

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other or current Community Development District(s) in other contracts; character, integrity, reputation of Proposer, etc.)

3. *Understanding of Scope of Work.* (20 Points)

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

4. *Ability to Furnish the Required Services.* (20 Points)

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required.

5. *Price.* (20 Points)***

Points will be awarded based upon the lowest total proposal for rendering the services and the reasonableness of the proposal.

***Total* (100 Points)**

***Alternatively, the Board may choose to evaluate firms without considering price, in which case the remaining categories would be assigned 25 points each.

**CORAL BAY OF LEE
COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

7CI

**CORAL BAY OF LEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

PROPOSAL FOR AUDIT SERVICES

PROPOSED BY:

Berger, Toombs, Elam, Gaines & Frank
CERTIFIED PUBLIC ACCOUNTANTS, PL

600 Citrus Avenue, Suite 200
Fort Pierce, Florida 34950

(772) 461-6120

CONTACT PERSON:

J. W. Gaines, CPA, Director

DATE OF PROPOSAL:

March 22, 2022

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Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

March 22, 2022

Coral Bay of Lee County Community Development District
Wrathell Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

Dear District Manager:

Thank you very much for the opportunity to present our professional credentials to provide audit services for Coral Bay of Lee County Community Development District.

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL has assembled a team of governmental and nonprofit specialists second to none to serve our clients. Our firm has the necessary qualifications and experience to serve as the independent auditors for Coral Bay of Lee County Community Development District. We will provide you with top quality, responsive service.

Experience

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL is a recognized leader in providing services to governmental and nonprofit agencies throughout Florida. We have been the independent auditors for a number of local governmental agencies and through our experience in performing their audits, we have been able to increase our audit efficiency and; therefore, reduce costs. We have continually passed this cost savings on to our clients and will continue to do so in the future. As a result of our experience and expertise, we have developed an effective and efficient audit approach designed to meet or exceed the performance specifications in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and the standards for financial and compliance audits. We will conduct the audit in accordance with auditing standards generally accepted in the United States of America; "Government Auditing Standards" issued by the Comptroller General of the United States; the provisions of the Single Audit Act, Subpart F of Title 2 US Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, with minimal disruption to your operations. Our firm has frequent technical updates to keep our personnel informed and up-to-date on all changes that are occurring within the industry.

Fort Pierce / Stuart

Member AICPA

- 1 -
Member AICPA Division for CPA Firms
Private Companies practice Section

Member FICPA

Coral Bay of Lee County Community Development District
March 22, 2022

Our firm is a member of the Government Audit Quality Center, an organization dedicated to improving government audit quality. We also utilize the audit program software of a nationally recognized CPA firm to assure us that we are up to date with all auditing standards and to assist us maintain maximum audit efficiencies.

To facilitate your evaluation of our qualifications and experience, we have arranged this proposal to include a resume of our firm, including our available staff, our extensive prior governmental and nonprofit auditing experience and clients to be contacted.

You need a firm that will provide an efficient, cost-effective, high-quality audit within critical time constraints. You need a firm with the prerequisite governmental and nonprofit experience to perform your audit according to stringent legal and regulatory requirements, a firm that understands the complex nature of community development districts and their unique compliance requirements. You need a firm with recognized governmental and nonprofit specialists within the finance and governmental communities. And, certainly, you need a firm that will provide you with valuable feedback to enhance your current and future operations. Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL is that firm. J. W. Gaines is the person authorized to make representations for the firm.

Thank you again for the opportunity to submit this proposal to Coral Bay of Lee County Community Development District.

Very truly yours,



Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

PROFILE OF THE PROPOSER

Description and History of Audit Firm

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL is a Treasure Coast public accounting firm, which qualifies as a small business firm, as established by the Small Business Administration (13 CFR 121.38), with offices in Fort Pierce and Stuart. We are a member of the Florida Institute of Certified Public Accountants and the American Institute of Certified Public Accountants. The firm was formed from the merger of Edwards, Berger, Harris & Company (originated in 1972) and McAlpin, Curtis & Associates (originated in 1949). J. W. Gaines and Associates (originated in 1979) merged with the firm in 2004. Our tremendous growth rate experienced over the last 69 years is directly attributable to the firm's unrelenting dedication to providing the highest quality, responsive professional services attainable to its clients.

We are a member of the Private Companies Practice Section (PCPS) of the American Institute of Certified Public Accountants (AICPA) to assure we meet the highest standards. Membership in this practice section requires that our firm meet more stringent standards than standard AICPA membership. These rigorous requirements include the requirement of a triennial peer review of our firm's auditing and accounting practice and annual Continuing Professional Education (CPE) for all accounting staff (whether CPA or non-CPA). For standard AICPA membership, only a quality review is required and only CPAs must meet CPE requirements.

We are also a member of the Government Audit Quality Center ("the Center") of the American Institute of Certified Public Accountants to assure the quality of our government audits. Membership in the Center, which is voluntary, requires our firm to comply with additional standards to promote the quality of government audits.

We have been extensively involved in serving local government entities with professional accounting, auditing and consulting services throughout the entire 69 year history of our firm. Our substantial experience over the years makes us uniquely qualified to provide accounting, auditing, and consulting services to these clients. We are a recognized leader in providing services to governmental and nonprofit agencies on the Treasure Coast and in Central and South Florida, with extensive experience in auditing community development districts and water control districts. We were the independent auditors of the City of Fort Pierce for over 37 years and currently, we are the independent auditors for St. Lucie County since 2002, and for 34 of the 38 years that the county has been audited by CPA firms. Additionally, we have performed audits of the City of Stuart, the City of Vero Beach, Indian River County and Martin County. We also presently audit over 75 Community Development Districts throughout Florida.

Our firm was founded on the belief that we are better able to respond to our clients needs through education, experience, independence, quality control, and personal service. Our firm's commitment to quality is reflected in our endeavor of professional excellence via continuing education, the use of the latest computer technology, professional membership in PCPS and peer review.

We believe our approach to audit engagements, intelligence and innovation teamed with sound professional judgment enables us to explore new concepts while remaining sensitive to the fundamental need for practical solutions. We take pride in giving you the assurance that the personal assistance you receive comes from years of advanced training, technical experience and financial acumen.

Professional Staff Resources

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL has a total of 27 professional and administrative staff (including 12 professional staff with extensive experience servicing government entities). The work will be performed out of our Fort Pierce office with a proposed staff of one senior accountant and one or two staff accountants supervised by an audit manager and audit partner. With the exception of the directors of the firm's offices, the professional staff is not specifically assigned to any of our individual offices. The professional and administrative staff resources available to you through Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL are as follows:

	<u>Total</u>
Partners/Directors (CPA's)	5
Principals (CPA)	1
Managers (CPA)	1
Senior/Supervisor Accountants (2 CPA's)	3
Staff Accountants (1 CPA)	7
Computer Specialist	1
Paraprofessional	6
Administrative	<u>4</u>
Total – all personnel	28

Following is a brief description of each employee classification:

Staff Accountant – Staff accountants work directly under the constant supervision of the auditor-in-charge and, are responsible for the various testing of documents, account analysis and any other duties as his/her supervisor believes appropriate. Minimum qualification for a staff accountant is graduation from an accredited university or college with a degree in accounting or equivalent.

Senior Accountant – A senior accountant must possess all the qualifications of the staff accountant, in addition to being able to draft the necessary reports and financial statements, and supervise other staff accountants when necessary.

Managers – A manager must possess the qualifications of the senior accountant, plus be able to work without extensive supervision from the auditor-in-charge. The manager should be able to draft audit reports from start to finish and to supervise the audit team, if necessary.

Principal – A principal is a partner/director in training. He has been a manager for several years and possesses the technical skills to act as the auditor-in-charge. A principal has no financial interest in the firm.

Partner/Director – The director has extensive governmental auditing experience and acts as the auditor-in-charge. Directors have a financial interest in the firm.

Professional Staff Resources (Continued)

Independence – Independence of the public accounting firm, with respect to the audit client, is the foundation from which the public gains its trust in the opinion issued by the public accounting firm at the end of the audit process. This independence must be in appearance as well as in fact. The public must perceive that the accounting firm is independent of the audit entity to ensure that nothing would compromise the opinion issued by the public accounting firm. **Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL** is independent of Coral Bay of Lee County Community Development District, including its elected officials and related parties, at the date of this proposal, as defined by the following rules, regulations, and standards:

AuSection 220 – Statements on Auditing Standards issued by the American Institute of Certified Public Accountants;

ET Sections 101 and 102 – Code of Professional Conduct of the American Institute of Certified Public Accountants;

Chapter 21A-1, Florida Administrative Code;

Section 473.315, Florida Statutes; and,

Government Auditing Standards, issued by the Comptroller General of the United States.

On an annual basis, all members of the firm are required to confirm, in writing, that they have no personal or financial relationships or holding that would impair their independence with regard to the firm's clients.

Independence is a hallmark of our profession. We encourage our staff to use professional judgment in situations where our independence could be impaired or the perception of a conflict of interest might exist. In the governmental sector, public perception is as important as professional standards. Therefore, the utmost care must be exercised by independent auditors in the performance of their duties.

Ability to Furnish the Required Services

As previously noted in the Profile of the Proposer section of this document, our firm has been in existence for over 69 years. We have provided audit services to some clients for over 30 years continually. Our firm is insured against physical loss through commercial insurance and we also carry liability insurance. The majority of our audit documentation is stored electronically, both on our office network and on each employee laptop or computer assigned to each specific job. Our office computer network is backed up on tape, so in the event of a total equipment loss, we can restore all data as soon as replacement equipment is acquired. In addition, our field laptop computers carry the same data and can be used in the event of emergency with virtually no delay in completing the required services.

ADDITIONAL SERVICES PROVIDED

Arbitrage Rebate Services

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL also provides arbitrage rebate compliance and related services to governmental issuers. The Tax Reform Act of 1986 requires issuers of most tax-exempt obligations to pay (i.e., “rebate”) to the United States government any arbitrage profits. Arbitrage profits are earnings on the investment of bond proceeds and certain other monies in excess of what would have been earned had such monies been invested at a yield equal to the yield on the bonds.

Federal tax law requires that interim rebate calculations and payments are due at the end of every fifth bond year. Final payment is required upon redemption of the bonds. More frequent calculations may be deemed advisable by an issuer’s auditor, trustee or bond counsel or to assure that accurate and current records are available. These more frequent requirements are usually contained in the Arbitrage or Rebate Certificate with respect to the bonds.

Our firm performs a comprehensive rebate analysis and includes the following:

- Verifying that the issue is subject to rebate;
- Calculating the bond yield;
- Identifying, and separately accounting for, all “Gross Proceeds” (as that term is defined in the Code) of the bond issue, including those requiring analysis due to “transferred proceeds” and/or “commingled funds” circumstances;
- Determining what general and/or elective options are available to Gross proceeds of the issue;
- Calculating the issue’s excess investment earning (rebate liability), if any;
- Delivering appropriate documentation to support all calculations;
- Providing an executive summary identifying the methodology employed, major assumptions, conclusions, and any other recommendations for changes in recordkeeping and investment policies;
- Assisting as necessary in the event of an Internal Revenue Service inquiry; and,
- Consulting with issue staff, as necessary, regarding arbitrage related matters.

GOVERNMENTAL AUDITING EXPERIENCE

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL has been practicing public accounting in Florida for 69 years. Our success over the years has been the result of a strong commitment to providing personalized quality service to our clients.

The current members of our firm have performed audits of over 900 community development districts, and over 1,800 audits of municipalities, counties and other governmental entities such as the City of Fort Pierce and St. Lucie County.

Our firm provides a variety of accounting, auditing, tax litigation support, and consulting services. Some of the professional accounting, auditing and management consulting services that are provided by our firm are listed below:

- Performance of annual financial and compliance audits, including Single Audits of state and federal financial assistance programs, under the provisions of the Single Audit Act, Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), with minimal disruptions to your operations;
- Performance of special compliance audits to ascertain compliance with the applicable local, state and federal laws and regulations;
- Issuance of comfort letters and consent letters in conjunction with the issuance of tax-exempt debt obligations, including compiling financial data and interim period financial statement reviews;
- Calculation of estimated and actual federal arbitrage rebates;
- Assistance in compiling historical financial data for first-time and supplemental submissions for GFOA Certificate of Achievement for Excellence in Financial Reporting;
- Preparation of indirect cost allocation systems in accordance with Federal and State regulatory requirements;
- Providing human resource and employee benefit consulting;
- Performance of automation feasibility studies and disaster recovery plans;
- Performance feasibility studies concerning major fixed asset acquisitions and utility plant expansion plans (including electric, water, pollution control, and sanitation utilities); and
- Assistance in litigation, including testimony in civil and criminal court.
- Assist clients who utilize QuickBooks software with their software needs. Our Certified QuickBooks Advisor has undergone extensive training through QuickBooks and has passed several exams to attain this Certification.

Continuing Professional Education

All members of the governmental audit staff of our firm, and audit team members assigned to this engagement, are in compliance with the Continuing Professional Education (CPE) requirements set forth in Government Auditing Standards issued by the Comptroller General of the United States. In addition, our firm is in compliance with the applicable provisions of the Florida Statutes that require CPA's to have met certain CPE requirements prior to proposing on governmental audit engagements.

GOVERNMENTAL AUDITING EXPERIENCE (CONTINUED)

The audit team has extensive experience in performing governmental audits and is exposed to intensive and continuing concentration on these types of audits. Due to the total number of governmental audits our team performs, each member of our governmental staff must understand and be able to perform several types of governmental audits. It is our objective to provide each professional employee fifty hours or more of comprehensive continuing professional education each year. This is accomplished through attending seminars throughout Florida and is reinforced through in-house training.

Our firm has made a steadfast commitment to professional education. Our active attendance and participation in continuing professional education is a major part of our objective to obtain the most recent knowledge on issues which are of importance to our clients. We are growing on the reputation for work that our firm is providing today.

Quality Control Program

Quality control requires continuing commitment to professional excellence. **Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL** is formally dedicated to that commitment.

To ensure maintaining the standards of working excellence required by our firm, we joined the Private Companies Practice Section (PCPS) of the American Institute of Certified Public Accountants (AICPA). To be a participating member firm of this practice section, a firm must obtain an independent Peer Review of its quality control policies and procedures to ascertain the firm's compliance with existing auditing standards on the applicable engagements.

The scope of the Peer Review is comprehensive in that it specifically reviews the following quality control policies and procedures of the participating firm:

- Professional, economic, and administrative independence;
- Assignment of professional personnel to engagements;
- Consultation on technical matters;
- Supervision of engagement personnel;
- Hiring and employment of personnel;
- Professional development;
- Advancement;
- Acceptance and continuation of clients; and,
- Inspection and review system.

We believe that our commitment to the program is rewarding not only to our firm, but primarily to our clients.

The external independent Peer Review of the elements of our quality control policies and procedures performed by an independent certified public accountant, approved by the PCPS of the AICPA, provides you with the assurance that we continue to conform to standards of the profession in the conduct of our accounting and auditing practice.

GOVERNMENTAL AUDITING EXPERIENCE (CONTINUED)

Our firm is also a member of Governmental Audit Quality Center (GAQC), a voluntary membership center for CPA firms that perform governmental audits. This center promotes the quality of governmental audits.

Our firm has completed successive Peer Reviews. These reviews included a representative sample of our firm's local governmental auditing engagements. As a result of these reviews, our firm obtained an unqualified opinion on our quality control program and work procedures. On page 31 is a copy of our most recent Peer Review report. It should be noted that we received a pass rating.

Our firm has never had any disciplinary actions by state regulatory bodies or professional organizations.

As our firm performs approximately one hundred audits each year that are reviewed by federal, state or local entities, we are constantly dealing with questions from these entities about our audits. We are pleased to say that any questions that have been raised were minor issues and were easily resolved without re-issuing any reports.

Certificate of Achievement for Excellence in Financial Reporting (CAFR)

We are proud and honored to have been involved with the City of Fort Pierce and the Fort Pierce Utilities Authority when they received their first Certificates of Achievement for Excellence in Financial Reporting for the fiscal years ended September 30, 1988 and 1994, respectively. We were also instrumental in the City of Stuart receiving the award, in our first year of performing their audit, for the year ended September 30, 1999.

We also assisted St. Lucie County, Florida for the year ended September 30, 2003, in preparing their first Comprehensive Annual Financial Report, and St. Lucie County has received their Certificate of Achievement for Excellence in Financial Reporting every year since.

As continued commitment to insuring that we are providing the highest level of experience, we have had at least one employee of our firm serve on the GFOA – Special Review Committee since the mid-1980s. This committee is made up of selective Certified Public Accountants throughout the United States who have demonstrated their high level of knowledge and expertise in governmental accounting. Each committee member attends a special review meeting at the Annual GFOA Conference. At this meeting, the committee reports on the Certificate of Achievement Program's most recent results, future goals, and common reporting deficiencies.

We feel that our previous experience in assisting the City of Fort Pierce, the Fort Pierce Utilities Authority and St. Lucie County obtain their first CAFRs, and the City of Stuart in continuing to receive a CAFR and our firm's continued involvement with the GFOA, and the CAFR review committee make us a valued asset for any client in the field of governmental financial reporting.

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

References

Terracina Community Development
District
Jeff Walker, Special District Services
(561) 630-4922

Gateway Community Development
District
Stephen Bloom, Severn Trent Management
(954) 753-5841

The Reserve Community Development District

Darrin Mossing, Governmental Management
Services LLC
(407) 841-5524

Port of the Islands Community Development
District
Cal Teague, Premier District Management

(239) 690-7100 ext 101

In addition to the above, we have the following additional governmental audit experience:

Community Development Districts

Aberdeen Community Development
District

Beacon Lakes Community
Development District

Alta Lakes Community Development
District

Beaumont Community Development
District

Amelia Concourse Community
Development District

Bella Collina Community Development
District

Amelia Walk Community
Development District

Bonnet Creek Community
Development District

Aqua One Community Development
District

Buckeye Park Community
Development District

Arborwood Community Development
District

Candler Hills East Community
Development District

Arlington Ridge Community
Development District

Cedar Hammock Community
Development District

Bartram Springs Community
Development District

Central Lake Community
Development District

Baytree Community Development
District

Channing Park Community
Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Cheval West Community Development District	Evergreen Community Development District
Coconut Cay Community Development District	Forest Brooke Community Development District
Colonial Country Club Community Development District	Gateway Services Community Development District
Connerton West Community Development District	Gramercy Farms Community Development District
Copperstone Community Development District	Greenway Improvement District
Creekside @ Twin Creeks Community Development District	Greyhawk Landing Community Development District
Deer Run Community Development District	Griffin Lakes Community Development District
Dowden West Community Development District	Habitat Community Development District
DP1 Community Development District	Harbor Bay Community Development District
Eagle Point Community Development District	Harbourage at Braden River Community Development District
East Nassau Stewardship District	Harmony Community Development District
Eastlake Oaks Community Development District	Harmony West Community Development District
Easton Park Community Development District	Harrison Ranch Community Development District
Estancia @ Wiregrass Community Development District	Hawkstone Community Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Heritage Harbor Community Development District	Madeira Community Development District
Heritage Isles Community Development District	Marhsall Creek Community Development District
Heritage Lake Park Community Development District	Meadow Pointe IV Community Development District
Heritage Landing Community Development District	Meadow View at Twin Creek Community Development District
Heritage Palms Community Development District	Mediterra North Community Development District
Heron Isles Community Development District	Midtown Miami Community Development District
Heron Isles Community Development District	Mira Lago West Community Development District
Highland Meadows II Community Development District	Montecito Community Development District
Julington Creek Community Development District	Narcoossee Community Development District
Laguna Lakes Community Development District	Naturewalk Community Development District
Lake Bernadette Community Development District	New Port Tampa Bay Community Development District
Lakeside Plantation Community Development District	Overoaks Community Development District
Landings at Miami Community Development District	Panther Trace II Community Development District
Legends Bay Community Development District	Paseo Community Development District
Lexington Oaks Community Development District	Pine Ridge Plantation Community Development District
Live Oak No. 2 Community Development District	Piney Z Community Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Poinciana Community Development District	Sampson Creek Community Development District
Poinciana West Community Development District	San Simeon Community Development District
Port of the Islands Community Development District	Six Mile Creek Community Development District
Portofino Isles Community Development District	South Village Community Development District
Quarry Community Development District	Southern Hills Plantation I Community Development District
Renaissance Commons Community Development District	Southern Hills Plantation III Community Development District
Reserve Community Development District	South Fork Community Development District
Reserve #2 Community Development District	St. John's Forest Community Development District
River Glen Community Development District	Stoneybrook South Community Development District
River Hall Community Development District	Stoneybrook South at ChampionsGate Community Development District
River Place on the St. Lucie Community Development District	Stoneybrook West Community Development District
Rivers Edge Community Development District	Tern Bay Community Development District
Riverwood Community Development District	Terracina Community Development District
Riverwood Estates Community Development District	Tison's Landing Community Development District
Rolling Hills Community Development District	TPOST Community Development District
Rolling Oaks Community Development District	

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Triple Creek Community
Development District

Vizcaya in Kendall
Development District

TSR Community Development
District

Waterset North Community
Development District

Turnbull Creek Community
Development District

Westside Community Development
District

Twin Creeks North Community
Development District

WildBlue Community Development
District

Urban Orlando Community
Development District

Willow Creek Community
Development District

Verano #2 Community
Development District

Willow Hammock Community
Development District

Viera East Community
Development District

Winston Trails Community
Development District

VillaMar Community
Development District

Zephyr Ridge Community
Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Other Governmental Organizations

City of Westlake	Office of the Medical Examiner, District 19
Florida Inland Navigation District	Rupert J. Smith Law Library of St. Lucie County
Fort Pierce Farms Water Control District	St. Lucie Education Foundation
Indian River Regional Crime Laboratory, District 19, Florida	Seminole Improvement District
Viera Stewardship District	Troup Indiantown Water Control District

Current or Recent Single Audits.

St. Lucie County, Florida
Early Learning Coalition, Inc.
Treasure Coast Food Bank, Inc.

Members of our audit team have acquired extensive experience from performing or participating in over 1,800 audits of governments, independent special taxing districts, school boards, and other agencies that receive public money and utilize fund accounting.

Much of our firm's auditing experience is with compliance auditing, which is required for publicly financed agencies. In this type of audit, we do a financial examination and also confirm compliance with various statutory and regulatory guidelines.

Following is a summary of our other experience, including Auditor General experience, as it pertains to other governmental and fund accounting audits.

Counties

(Includes elected constitutional officers, utilities and dependent taxing districts)

Indian River
Martin
Okeechobee
Palm Beach

Municipalities

City of Port St. Lucie
City of Vero Beach
Town of Orchid

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Special Districts

Bannon Lakes Community Development District
Boggy Creek Community Development District
Capron Trail Community Development District
Celebration Pointe Community Development District
Coquina Water Control District
Diamond Hill Community Development District
Dovera Community Development District
Durbin Crossing Community Development District
Golden Lakes Community Development District
Lakewood Ranch Community Development District
Martin Soil and Water Conservation District
Meadow Pointe III Community Development District
Myrtle Creek Community Development District
St. Lucie County – Fort Pierce Fire District
The Crossings at Fleming Island
St. Lucie West Services District
Indian River County Mosquito Control District
St. John's Water Control District
Westchase and Westchase East Community Development Districts
Pier Park Community Development District
Verandahs Community Development District
Magnolia Park Community Development District

Schools and Colleges

Federal Student Aid Programs – Indian River Community College
Indian River Community College
Okeechobee County District School Board
St. Lucie County District School Board

State and County Agencies

Central Florida Foreign-Trade Zone, Inc. (a nonprofit organization affiliated with the St. Lucie County Board of County Commissioners)
Florida School for Boys at Okeechobee
Indian River Community College Crime Laboratory
Indian River Correctional Institution

FEE SCHEDULE

We propose the fee for our audit services described below to be \$3,125 for the year ended September 30, 2022, with an option for additional renewals if agreed upon by both parties. Our fee for the year ended September 30, 2022 with bond issuances will be \$4,035. The fee is contingent upon the financial records and accounting systems of Coral Bay of Lee County Community Development District being "audit ready" and the financial activity for the District is not materially increased. If we discover that additional preparation work or subsidiary schedules are needed, we will consult with your authorized representative. We can assist with this additional work at our standard rates should you desire.

SCOPE OF WORK TO BE PERFORMED

If selected as the District's auditors, we will perform a financial and compliance audit in accordance with Section 11.45, Florida Statutes, in order to express an opinion on an annual basis on the financial statements of Coral Bay of Lee County Community Development District as of September 30, 2022. The audits will be performed to the extent necessary to express an opinion on the fairness in all material respects with which the financial statements present the financial position, results of operations and changes in financial position in conformity with generally accepted accounting principles and to determine whether, for selected transactions, operations are properly conducted in accordance with legal and regulatory requirements. Reportable conditions that are also material weaknesses shall be identified as such in the Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters. Other (non-reportable) conditions discovered during the course of the audit will be reported in a separate letter to management, which will be referred to in the Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters.

Our audit will be performed in accordance with standards for financial and compliance audits contained in *Government Auditing Standards*, as well as in compliance with rules and regulations of audits of special districts as set forth by the State Auditor General in Chapter 10.550, Local Governmental Entity Audits, and other relevant federal, state and county orders, statutes, ordinances, charter, resolutions, bond covenants, Administrative Code and procedures, or rules and regulations which may pertain to the work required in the engagement.

The primary purpose of our audit will be to express an opinion on the financial statements discussed above. It should be noted that such audits are subject to the inherent risk that errors or irregularities may not be detected. However, if conditions are discovered which lead to the belief that material errors, defalcations or other irregularities may exist or if other circumstances are encountered that require extended services, we will promptly notify the appropriate individual.

Commitment to Quality Service

Personnel Qualifications and Experience

J. W. Gaines, CPA, CITP

Director – 41 years

Education

- ◆ Stetson University, B.B.A. – Accounting

Registrations

- ◆ Certified Public Accountant – State of Florida, State Board of Accountancy
- ◆ Certified Information Technology Professional (CITP) – American Institute of Certified Public Accountants

Professional Affiliations/Community Service

- ◆ Member of the American and Florida Institutes of Certified Public Accountants
- ◆ Affiliate member Government Finance Officers Association
- ◆ Past President, Vice President-Campaign Chairman, Vice President and Board Member of United Way of St. Lucie County, 1989 - 1994
- ◆ Past President, President Elect, Secretary and Treasurer of the Treasure Coast Chapter of the Florida Institute of Certified Public Accountants, 1988 - 1991
- ◆ Past President of Ft. Pierce Kiwanis Club, 1994 - 95, Member/Board Member since 1982
- ◆ Past President, Vice President and Treasurer of St. Lucie County Chapter of the American Cancer Society, 1980 -1986
- ◆ Member of the St. Lucie County Chamber of Commerce, Member Board of Directors, Treasurer, September 2002 - 2006, Chairman Elect 2007, Chairman 2008, Past Chairman 2009
- ◆ Member Lawnwood Regional Medical Center Board of Trustees, 2000 – Present, Chairman 2013 - Present
- ◆ Member of St. Lucie County Citizens Budget Committee, 2001 – 2002
- ◆ Member of Ft. Pierce Citizens Budget Advisory Committee, 2010 – 2011
- ◆ Member of Ft. Pierce Civil Service Appeals Board, 2013 - Present

Professional Experience

- ◆ Miles Grant Development/Country Club – Stuart, Florida, July 1975 – October 1976
- ◆ State Auditor General's Office – Public Accounts Auditor – November 1976 through September 1979
- ◆ Director - Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants PL, responsible for numerous government and nonprofit audits.
- ◆ Over 40 years experience in all phases of public accounting and auditing experience, with a concentration in financial and compliance audits. Mr. Gaines has been involved in all phases of the audits listed on the preceding pages.

Commitment to Quality Service

Personnel Qualifications and Experience

J. W. Gaines, CPA, CITP (Continued)

Director

Continuing Professional Education

- ◆ Has participated in numerous continuing professional education courses provided by nationally recognized sponsors over the last two years to keep abreast of the latest developments in accounting and auditing such as:
 - Governmental Accounting Report and Audit Update
 - Analytical Procedures, FICPA
 - Annual Update for Accountants and Auditors
 - Single Audit Sampling and Other Considerations

Commitment to Quality Service

Personnel Qualifications and Experience

David S. McGuire, CPA, CITP

Accounting and Audit Principal – 18 years

Accounting and Audit Manager – 4 years

Staff Accountant – 11 years

Education

- ◆ University of Central Florida, B.A. – Accounting
- ◆ Barry University – Master of Professional Accountancy

Registrations

- ◆ Certified Public Accountant – State of Florida, State Board of Accountancy
- ◆ Certified Information Technology Professional (CITP) – American Institute of Certified Public Accountants
- ◆ Certified Not-For-Profit Core Concepts 2018

Professional Affiliations/Community Service

- ◆ Member of the American and Florida Institutes of Certified Public Accountants
- ◆ Associate Member, Florida Government Finance Office Associates
- ◆ Assistant Coach – St. Lucie County Youth Football Organization (1994 – 2005)
- ◆ Assistant Coach – Greater Port St. Lucie Football League, Inc. (2006 – 2010)
- ◆ Board Member – Greater Port St. Lucie Football League, Inc. (2011 – 2017)
- ◆ Treasurer, AIDS Research and Treatment Center of the Treasure Coast, Inc. (2000 – 2003)
- ◆ Board Member/Treasurer, North Treasure Coast Chapter, American Red Cross (2004 – 2010)
- ◆ Member/Board Member of Port St. Lucie Kiwanis (1994 – 2001)
- ◆ President (2014/15) of Sunrise Kiwanis of Fort Pierce (2004 – 2017)
- ◆ St. Lucie District School Board Superintendent Search Committee (2013 – present)
- ◆ Board Member – Phrozen Pharoes (2019-2021)

Professional Experience

- ◆ Twenty-eight years public accounting experience with an emphasis on nonprofit and governmental organizations.
- ◆ Audit Manager in-charge on a variety of audit and review engagements within several industries, including the following government and nonprofit organizations:
 - St. Lucie County, Florida
 - 19th Circuit Office of Medical Examiner
 - Troup Indiantown Water Control District
 - Exchange Club Center for the Prevention of Child Abuse, Inc.
 - Healthy Kids of St. Lucie County
 - Mustard Seed Ministries of Ft. Pierce, Inc.
 - Reaching Our Community Kids, Inc.
 - Reaching Our Community Kids - South
 - St. Lucie County Education Foundation, Inc.
 - Treasure Coast Food Bank, Inc.
 - North Springs Improvement District
- ◆ Four years of service in the United States Air Force in computer operations, with a top secret (SCI/SBI) security clearance.

Commitment to Quality Service

Personnel Qualifications and Experience

David S. McGuire, CPA, CITP (Continued)

Accounting and Audit Principal

Continuing Professional Education

- ◆ Mr. McGuire has attended numerous continuing professional education courses and seminars taught by nationally recognized sponsors in the accounting auditing and single audit compliance areas. He has attended courses over the last two years in those areas as follows:

Not-for-Profit Auditing Financial Results and Compliance Requirements

Update: Government Accounting Reporting and Auditing

Annual Update for Accountants and Auditors

Commitment to Quality Service

Personnel Qualifications and Experience

David F. Haughton, CPA

Accounting and Audit Manager – 30 years

Education

- ◆ Stetson University, B.B.A. – Accounting

Registrations

- ◆ Certified Public Accountant – State of Florida, State Board of Accountancy

Professional Affiliations/Community Service

- ◆ Member of the American and Florida Institutes of Certified Public Accountants
- ◆ Former Member of Florida Institute of Certified Public Accountants Committee on State and Local Government
- ◆ Affiliate Member Government Finance Officers Association (GFOA) for over 10 years
- ◆ Affiliate Member Florida Government Finance Officers Association (FGFOA) for over 10 years
- ◆ Technical Review – 1997 FICPA Course on State and Local Governments in Florida
- ◆ Board of Directors – Kiwanis of Ft. Pierce, Treasurer – 1994-1999; Vice President – 1999-2001

Professional Experience

- ◆ Twenty-seven years public accounting experience with an emphasis on governmental and nonprofit organizations.
- ◆ State Auditor General's Office – West Palm Beach, Staff Auditor, June 1985 to September 1985
- ◆ Accounting and Audit Manager of Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants PL, responsible for audit and accounting services including governmental and not-for-profit audits.
- ◆ Over 20 years of public accounting and governmental experience, specializing in governmental and nonprofit organizations with concentration in special districts, including Community Development Districts which provide services including water and sewer utilities. Governmental and non-profit entities served include the following:

Counties:

St. Lucie County

Municipalities:

City of Fort Pierce

City of Stuart

Commitment to Quality Service

Personnel Qualifications and Experience
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David F. Haughton, CPA (Continued)
Accounting and Audit Manager

Professional Experience (Continued)

Special Districts:

- Bluewaters Community Development District
- Country Club of Mount Dora Community Development District
- Fiddler’s Creek Community Development District #1 and #2
- Indigo Community Development District
- North Springs Improvement District
- Renaissance Commons Community Development District
- St. Lucie West Services District
- Stoneybrook Community Development District
- Summerville Community Development District
- Terracina Community Development District
- Thousand Oaks Community Development District
- Tree Island Estates Community Development District
- Valencia Acres Community Development District

Non-Profits:

- The Dunbar Center, Inc.
- Hibiscus Children’s Foundation, Inc.
- Hope Rural School, Inc.
- Maritime and Yachting Museum of Florida, Inc.
- Tykes and Teens, Inc.
- United Way of Martin County, Inc.
- Workforce Development Board of the Treasure Coast, Inc.

- ◆ While with the Auditor General’s Office he was on the staff for the state audits of the Martin County School District and Okeechobee County School District.
- ◆ During 1997 he performed a technical review of the Florida Institute of Certified Public Accountants state CPE course on Audits of State and Local Governments in Florida. His comments were well received by the author and were utilized in future updates to the course.

Continuing Professional Education

- ◆ During the past several years, he has participated in numerous professional development training programs sponsored by the AICPA and FICPA, including state conferences on special districts and governmental auditing in Florida. He averages in excess of 100 hours bi-annually of advanced training which exceeds the 80 hours required in accordance with the continuing professional education requirements of the Florida State Board of accountancy and the AICPA Private Companies Practice Section. He has over 75 hours of governmental CPE credit within the past two years.

Commitment to Quality Service

Personnel Qualifications and Experience

Matthew Gonano, CPA

Senior Staff Accountant – 10 years

Education

- ◆ University of North Florida, B.B.A. – Accounting
- ◆ University of Alicante, Spain – International Business
- ◆ Florida Atlantic University – Masters of Accounting

Professional Affiliations/Community Service

- ◆ American Institute of Certified Public Accountants
- ◆ Florida Institute of Certified Public Accountants

Professional Experience

- ◆ Senior Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.
- ◆ Performed audits of nonprofit and governmental organizations in accordance with Governmental Accounting Auditing Standards (GAAS)
- ◆ Performed Single Audits of nonprofit organizations in accordance with OMB Circular A-133, Audits of State, Local Governments, and Non-Profit Organizations.

Continuing Professional Education

- ◆ Mr. Gonano has participated in numerous continuing professional education courses.

Commitment to Quality Service

Personnel Qualifications and Experience

Paul Daly

Staff Accountant – 9 years

Education

- ◆ Florida Atlantic University, B.S. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Working to attain the requirements to take the Certified Public Accounting (CPA) exam.

Commitment to Quality Service

Personnel Qualifications and Experience

Melissa Marlin, CPA

Senior Staff Accountant – 8 years

Education

- ◆ Indian River State College, A.A. – Accounting
- ◆ Florida Atlantic University, B.B.A. – Accounting

Professional Experience

- ◆ Staff accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Mrs. Marlin participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience

Bryan Snyder

Staff Accountant – 5 years

Education

- ◆ Florida Atlantic University, B.B.A. – Accounting

Professional Experience

- ◆ Accountant beginning his professional auditing career with Berger, Toombs, Elam, Gaines, & Frank.
- ◆ Mr. Snyder is gaining experience auditing governmental & nonprofit entities.

Continuing Professional Education

- ◆ Mr. Snyder participates in numerous continuing education courses and plans on working to acquire his CPA certificate.
- ◆ Mr. Snyder is currently studying to pass the CPA exam.

Commitment to Quality Service

Personnel Qualifications and Experience

Maritza Stonebraker, CPA

Staff Accountant – 4 years

Education

- ◆ Indian River State College, B.S.A. – Accounting

Professional Experience

- ◆ Staff Accountant beginning her professional auditing career with Berger, Toombs, Elam, Gaines, & Frank.

Continuing Professional Education

- ◆ Mrs. Stonebraker participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience

Jonathan Herman, CPA

Senior Staff Accountant – 7 years

Education

- ◆ University of Central Florida, B.S. – Accounting
- ◆ Florida Atlantic University, MACC

Professional Experience

- ◆ Accounting graduate with five years experience with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Mr. Herman participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience

Sean Stanton, CPA

Staff Accountant – 4 years

Education

- ◆ University of South Florida, B.S. – Accounting
- ◆ Florida Atlantic University, M.B.A. – Accounting

Professional Experience

- ◆ Staff accountant with Berger, Toombs, Elam, Gaines, & Frank auditing governmental and non-profit entities.

Continuing Professional Education

- ◆ Mr. Stanton participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience
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Taylor Nuccio

Staff Accountant – 3 years

Education

- ◆ Indian River State College, B.S.A. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Ms. Nuccio participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.
- ◆ Ms. Nuccio is currently working towards completing an additional 30 hours of education to qualify to sit for CPA exam.

Commitment to Quality Service

Personnel Qualifications and Experience
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Tifanee Terrell
Staff Accountant

Education

- ◆ Florida Atlantic University, M.B.A. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Ms. Terrell participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.
- ◆ Ms. Terrell is currently working towards completing an additional 30 hours of education to qualify to sit for CPA exam.

Commitment to Quality Service

Personnel Qualifications and Experience

Mathew Spinosa

Staff Accountant

Education

- ◆ Indian River State College, B.S.A. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Mr. Spinosa participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.
- ◆ Mr. Spinosa is currently working towards completing an additional 30 hours of education to qualify to sit for CPA exam.

Commitment to Quality Service

Personnel Qualifications and Experience

Dylan Dixon

Staff Accountant

Education

- ◆ Indian River State College, A.A. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Mr. Dixon is currently pursuing a bachelor's degree in Accounting.
- ◆ Mr. Dixon participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.
- ◆ Mr. Dixon is currently working towards completing an additional 30 hours of education to qualify to sit for CPA exam.

Commitment to Quality Service

Personnel Qualifications and Experience

Dominic DeCambre

Staff Accountant

Education

- ◆ Indian River State College, B.S.A. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Mr. DeCambre participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.
- ◆ Mr. DeCambre is currently working towards completing an additional 30 hours of education to qualify to sit for CPA exam.



Judson B. Baggett 6815 Dairy Road
MBA, CPA, CVA, Partner Zephyrhills, FL 33542
Marci Reutimann (813) 788-2155
CPA, Partner (813) 782-8606

Report on the Firm's System of Quality Control

To the Partners
Berger, Toombs, Elam, Gaines & Frank, CPAs, PL
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

October 30, 2019

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, (the firm), in effect for the year ended May 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs, PL has received a peer review rating of *pass*.

Baggett, Reutimann & Associates, CPAs PA
BAGGETT, REUTIMANN & ASSOCIATES, CPAs, PA
Signed: E. Reutimann by: J. Baggett, Reutimann & Associates, CPAs, PA, 10/30/19 email: jrb@brpa.com

Member American Institute of Certified Public Accountants (AICPA) and Florida Institute of Certified Public Accountants (FICPA)
National Association of Certified Valuation Analysts (NACVA)

**CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS**

District Auditing Services for Fiscal Year 2022
Lee County, Florida

INSTRUCTIONS TO PROPOSERS

SECTION 1. DUE DATE. Sealed proposals must be received no later than March 22, 2022, at 12:00 p.m., at the offices of District Manager, located at Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. Proposals will be publicly opened at that time.

SECTION 2. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 3. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 5. SUBMISSION OF PROPOSAL. Submit (1) of the Proposal Documents, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title "Auditing Services – Coral Bay of Lee County Community Development District" on the face of it. Please include pricing for each additional bond issuance.

SECTION 6. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 7. PROPOSAL DOCUMENTS. The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions ("Proposal Documents").

SECTION 8. PROPOSAL. In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

SECTION 9. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 10. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

SECTION 11. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of the District's limited waiver of liability contained in Section 768.28, Florida Statutes, or any other statute or law.

SECTION 12. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List the position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The lump sum cost of the provision of the services under the proposal, plus the lump sum cost of four (4) annual renewals.

SECTION 13. PROTESTS. In accordance with the District's Rules of Procedure, any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) calendar hours (excluding Saturday, Sunday, and state holidays) after the receipt of the Proposal Documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturday, Sunday, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to the aforesaid Proposal Documents.

SECTION 14. EVALUATION OF PROPOSALS. The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

**CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT
AUDITOR SELECTION
EVALUATION CRITERIA**

1. Ability of Personnel. (20 Points)

(E.g., geographic location of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.)

2. Proposer's Experience. (20 Points)

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other or current Community Development District(s) in other contracts; character, integrity, reputation of Proposer, etc.)

3. Understanding of Scope of Work. (20 Points)

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

4. Ability to Furnish the Required Services. (20 Points)

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required.

5. Price. (20 Points)***


Points will be awarded based upon the lowest total proposal for rendering the services and the reasonableness of the proposal.

Total (100 Points)

***Alternatively, the Board may choose to evaluate firms without considering price, in which case the remaining categories would be assigned 25 points each.

**CORAL BAY OF LEE
COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

7C11



Professional Services Proposal for Coral Bay of Lee County Community Development District

March 22, 2022

Proposer

Carr, Riggs & Ingram CPAs and Advisors
500 Grand Boulevard, Suite 210
Miramar Beach, FL 32550
Phone: 850.837.3141
Fax: 850.654.4619

Submitted by

Jonathan Hartness
Engagement Partner
JHartness@CRIcpa.com



CRI CARR
RIGGS &
INGRAM
CPAs and Advisors
CRIcpa.com



Dear Coral Bay of Lee County Community Development District:

Carr, Riggs & Ingram, LLC (CRI) appreciates the opportunity to propose on auditing services to Coral Bay of Lee County Community Development District. We are genuinely excited about the prospect of serving you and establishing a long-term relationship. We pride ourselves on getting to know our clients and illuminating solutions by providing innovative ideas to move them from compliance to providing them a competitive advantage.

Investment in You. We believe in developing long-term, mutually beneficial relationships and quickly demonstrating value with a fee structure and service solutions that provide immediate and continued savings. Our investment starts on “Day 1” as your assigned team begins with our proven, streamlined process that minimizes your time and disruption during the service provider change and continues throughout the relationship.

Dedicated Team. CRI’s team consists of more than 1,900 professionals, which allows us to tailor your service team by aligning their industry, service, and specialty skills with your needs. Our dedicated teams deliver the highest level of business acumen and knowledge to your organization; our commitment to consistent staffing allows you to maximize savings and remain focused on your needs.

Equilibrium. CRI delivers big firm expertise with small firm service. Of approximately 45,000 public accounting firms in the United States, CRI currently ranks in the top 25. Additionally, as a part of PrimeGlobal, an association of independent accounting firms, we have access to international resources as – and when – needed. Leveraging these resources while maintaining local decision-making authority means that simplified solutions are only a phone call away. And we believe that’s the best of both worlds for our clients.

Active Partner Participation. Collectively, our partners deliver expertise derived from more than 7,500 years of business experience. With this level of talent, we thoughtfully choose a partner that aligns with your business’ needs and industry. Our hands-on, working partners “show up” to convey our genuine commitment to your success. They strive to earn trusted advisor roles by digging in, proactively learning your business, and producing long-term value for you.

Simplified Solutions. While our 500+ cumulative partner certifications is an impressive statistic, success is measured by translating complex concepts into client solutions. While accounting is the language of business, we’re here to decipher the jargon and help you make educated decisions. CRInnovate embraces agility and invention.

Our CRI vSTAR™ process provides a transformational approach to client service by encompassing every service we offer in a completely virtual format. Regardless of physical location, our processes are designed to provide clients with increased efficiencies, reduced travel costs, and crisis-proofing for business functions.

We welcome the opportunity to demonstrate to you the same teamwork, expertise, innovation, and responsiveness that have made us one of the fastest growing public accounting firms in the United States. Again, we appreciate your consideration.

Sincerely,

Jonathan Hartness
Engagement Partner
Carr, Riggs & Ingram, LLC



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UNDERSTANDING & MEETING YOUR NEEDS



From the RFP or during our recent visit with your team, we understood your team to express the following needs, requests, and/or issues. We've detailed our proposed solutions below and are happy to discuss other related projects as they arise and upon request.

NEEDS & ISSUES		SOLUTIONS & SERVICES
Technical	The District is required to have independent audits performed on its financial statements.	Perform external audit services in accordance with auditing standards generally accepted in the United States of America (GAAS), in order to express an opinion on the Coral Bay of Lee County Community Development District's financial statements.
Relational	The District's Board of Supervisors and management expect open and continuous communication with their CPA firm in order to avoid surprise findings at the end of the audit.	<p>Communicate contemporaneously and directly with management regarding the results of our procedures.</p> <p>Anticipate and respond to concerns of management and/or the Audit Committee (if/when formed).</p>



YOUR SERVICES AND FEES

We value creating mutually rewarding, long-term relationships with our clients. Our goal is to provide high quality, responsive service that yields returns far greater than your investment in our professional fees. Please find below our proposal of fees to provide the requested services for the upcoming fiscal year, with an option for additional annual renewals, subject to mutual agreement by CRI and the District.

SERVICE	CRI FEES 2022
Perform external audit services in accordance with auditing standards generally accepted in the United States of America (GAAS)	\$4,900

The above fee quote is based in part on the fact that the District has not yet issued bonds or other debt instruments to finance capital asset acquisition and construction. In the event the District issues such debt instruments or upon construction of major infrastructure additions, the audit fee will increase by an amount of \$1,100 per year for each bond issuance.

If Coral Bay of Lee County Community Development District requests additional services outside of this proposal, professional fee hourly rates are as follows, but may be negotiated depending on the project request:

CLASSIFICATION	HOURLY RATE
Partner	\$325
Manager	\$225
Senior	\$150
Staff	\$110
IT Specialist	\$400
Fraud Specialist	\$400

Our professional fees are based on the key assumptions that Coral Bay of Lee County Community Development District will:

- Ensure that the predecessor’s work papers will be made available for timely review.
- Make available documents and work papers for review at Coral Bay of Lee County Community Development District's headquarters location, although we may choose to review at alternate locations.
- Prepare certain schedules and analyses and provide supporting documents as requested.
- Assist us in obtaining an understanding of the accounting systems of Coral Bay of Lee County Community Development District.
- Not experience a significant change in business operations or financial reporting standards.



FOUNDED IN 1997 • **10 STATES**  • **25+ MARKETS**



1900+
PROFESSIONALS



300+
PARTNERS



TOP 25 CPA FIRM

(as ranked by Accounting Today)

100,000+
CLIENTS



20+ YEARS
OF CONSISTENT GROWTH
SINCE FORMATION

CRI FIRM VALUES:
CLIENT SERVICE.
RESPECT.
INTEGRITY.



SERVICES

Accounting & Auditing
Advisory
Business Support & Transactions
Business Tax
Employee Benefit Plans
Governance, Risk & Assurance
Individual Tax & Planning
IT Audits & Assurance

INDUSTRY EXPERTISE

Captive Insurance
Construction
Financial Institutions
Governments
Healthcare
Institutional Real Estate
Insurance
Manufacturing & Distribution
Nonprofits

CRI FAMILY OF COMPANIES

-  Auditwerx
-  CRI Advanced Analytics
-  CRI Capital Advisors
-  CRI Solutions Group
-  CRI TPA Services
-  Level Four Advisory Services
-  Paywerx
-  Preferred Legacy Trust



CRI'S GOVERNMENTAL EXPERTISE



Audit and Consulting Services for

500+ governmental entities with annual revenues totaling **\$26 Billion**



230+ single audits performed annually

Consulting and other agreed upon procedures engagements for **150+** government entities



Single Audit Resource Center's Award for Excellence in Knowledge, Value, and Overall Client Satisfaction



Member of AICPA's Government Audit Quality Center



Governmental Partner Designations

Including: CPA, CGFM, CITP, CFE, CMA, CISA, CGEIT, CTGA, CFF, CGMA, and CGAP

CLIENTS WITH ANNUAL REVENUES UP TO:



80+ School Districts
\$1.1 Billion



110+ Municipalities
\$1.8 Billion



75+ Agencies/Authorities
\$3 Billion

RELEVANT EXPERIENCE



CRI delivers a depth of resources that ensures our understanding of your challenges and innovative solutions for overcoming them. Our team's combined experience is derived from providing audit, tax, consulting, and accounting outsourcing services. We parlay this vast experience and derived best practices into proven solutions that benefit you. Below we share specific, relevant client references; we encourage you to consult with them.

RELATIONSHIP	TIMELINE	SERVICE DESCRIPTION	RELEVANT POINTS TO CONSIDER
Rizzetta & Company Shawn Wildermuth 3434 Colwell Avenue Suite 200 Tampa, FL 33614 813.933.5571	2006 – Present	Annual Financial Statement Audits of Multiple CDDs	<ul style="list-style-type: none"> • Client service experience • Responsiveness to client needs • Long-term relationship • CDD management co.
GMS, LLC Dave DeNagy 14785 Old St. Augustine Road Suite 4 Jacksonville, FL 32258 904.288.9130	2006 – Present	Annual Financial Statement Audits of Multiple CDDs	<ul style="list-style-type: none"> • Client service experience • Responsiveness to client needs • Long-term relationship • CDD management co.
Wrathell, Hunt & Associates, LLC Jeffrey Pinder 2300 Glades Road Suite 410W Boca Raton, FL 33431 561.571.0010	2006 – Present	Annual Financial Statement Audits of Multiple CDDs	<ul style="list-style-type: none"> • Client service experience • Responsiveness to client needs • Long-term relationship • CDD management co.
PFM Group Consulting, LLC Jennifer Glasgow 12051 Corporate Blvd. Orlando, FL 32817 407.382.3256	2007 – Present	Annual Financial Statement Audits of Multiple CDDs	<ul style="list-style-type: none"> • Client service experience • Responsiveness to client needs • Long-term relationship • CDD management co.

YOUR SOLUTION TEAM



Jonathan Hartness

Engagement Partner

JHartness@CRIcpa.com
850.337.3569 | Direct



Representative Clients

- Community Development Districts
- Condominium and Homeowner Associations

Experience

Jonathan has over 15 years of auditing and accounting experience with CRI. He is responsible for audits, reviews and compilations of local governmental entities, condominium and homeowner associations, and non-public companies.

Jonathan is licensed to practice as a Certified Public Accountant in Florida. He is a member of the American Institute of Certified Public Accountants and the Florida Institute of Certified Public Accountants. He exceeds all continuing professional education requirements related to *Government Auditing Standards*.

Jonathan currently supervises engagements for many governmental entities in the State of Florida including community development districts. He is active in our firm's governmental industry line as well as our condominium and homeowner association practice. Jonathan is an integral part of our community development district practice.

Education, Licenses & Certifications

- MAcc, Accounting, University of West Florida
- Certified Public Accountant
- Community Association Manager (CAM), Licensed in Florida

Professional Affiliations

- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)



K. Alan Jowers

Consulting Partner

AJowers@CRlcpa.com
850.337.3213 | Direct



Representative Clients

- Santa Rosa County District School Board
- Okaloosa Gas District
- Santa Rosa Island Authority
- Pasco County
- Okaloosa County District School Board
- Pinellas County School District
- Celebration Community Development District
- Hammock Bay Community Development District
- Amelia National Community Development District

Experience

Alan has over 25 years of experience in public accounting primarily with financial statement assurance engagements. His practice includes local governmental entities, condominium and homeowner associations, non-profit organizations, and nonpublic companies. He currently has direct engagement responsibility for a significant number of audits throughout the state of Florida .

Alan is licensed to practice as a certified public accountant in Florida and Georgia. He is a member of the Board of Directors of the Florida Institute of Certified Public Accountants (FICPA), has been an active member of the FICPA's State and Local Governmental Committee, and is a past chair of its Common Interest Realty Association Committee. He is also active in the Panhandle Chapter of the Florida Governmental Finance Officers Association (FGFOA) and is a former member of the FGFOA's statewide Technical Resource Committee.

Education, Licenses & Certifications

- Masters of Accountancy, University of Alabama
- BS, Accounting, Florida State University
- Certified Public Accountant

Professional Affiliations

- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA) - member of the Board of Governors
- Governmental Finance Officers Association (GFOA)
- Florida Governmental Finance Officers Association (FGFOA)



Grace Hartness

Senior Manager

GHartness@CRlcpa.com

850.337.3243 | Direct



Representative Clients

- Community Development Districts
- Condominium and Homeowner Associations
- Utility Services
- School Districts
- County and Local Governments
- Non-Profit Organizations

Experience

Grace has over 15 years accounting and audit experience with CRI. She has worked on several major construction companies, government entities, community development districts, condominium and homeowner associations and non-profit organizations. In addition, she has been involved in special audit projects for the Miami-Dade Airport Authority. Grace is licensed to practice as a certified public accountant in Florida and exceeds all continuing professional education requirements related to Government Auditing Standards. In addition, Grace fluently speaks several languages including French and Arabic. Grace currently supervises engagements for many special districts in the State of Florida including community development districts and school districts. She is active in our firm's condominium and homeowner association practice. Grace started with CRI in August 2006, upon completion of her master's degree, and was promoted to manager in 2011.

Education, Licenses & Certifications

- MAcc, Accounting, University of West Florida
- Certified Public Accountant
- Community Association Manager (CAM), Licensed in Florida

Professional Affiliations

- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)
- Accounting & Financial Women's Alliance (AFWA)

YOUR SOLUTION TEAM



Lauren Villarreal

Manager

LVillarreal@CRlcpa.com
850.337.3223 | Direct



Representative Service Areas

- Community Development Districts
- Condominium and Homeowner Associations
- Employee Benefit Plans
- County and Local Governments
- Non-Profit Organizations

Experience

Lauren has five years auditing and accounting experience in the Destin office of CRI. She is an audit supervising senior with primary responsibility for fieldwork and reporting on audits of clients in a variety of industries including local governmental and non-profit entities as well as employee benefit plans and commercial businesses. She is currently the in-charge auditor for over a dozen community development districts with several CDD management companies in the State of Florida.

Lauren is licensed to practice as a Certified Public Accountant in Florida. She is a member of the American Institute of Certified Public Accountants and the Florida Institute of Certified Public Accountants. She exceeds all continuing professional education requirements related to *Government Auditing Standards*.

Lauren currently supervises engagements for many governmental entities in the State of Florida including community development districts and other special governments. She is active in our firm's governmental industry line as well as the condominium and homeowner association practice. In addition, Lauren has accumulated experience in Federal and Florida Single Audit Acts compliance monitoring and auditing. Lauren has performed several single audits of federal grants under OMB Circular A-133.

Education, Licenses & Certifications

- BS, Accounting, Florida State University
- BS, Business Administration, Florida State University
- Certified Public Accountant
- Community Association Manager (CAM), Licensed in Florida

Professional Affiliations

- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)



AUDIT METHODOLOGY

Our audit, tax, consulting, and client accounting services documentation is maintained electronically. Compliance with our methodology is regularly reviewed and evaluated as part of our internal quality program, which is further discussed in this section under **INTERNAL QUALITY CONTROL REVIEWS AND EXTERNAL REVIEWS**. Comprehensive policies and procedures governing all of our practices and addressing professional and regulatory standards and implementation issues are constantly updated for new professional developments and emerging issues. See the table of contents to identify the relevant audit approach and methodology detailed description section.

ENGAGEMENT QUALITY REVIEW PARTNER (CONCURRING PARTNER)

Audit engagements are assigned engagement quality review (EQR) partner, as appropriate. This role is one of the most important elements of our quality assurance process, as it provides for a timely, independent review of key accounting and auditing issues. The EQR partner also reviews the financial statements and related supporting documentation—including the disclosures—to evaluate their fair presentation under accounting principles generally accepted in the United States of America (GAAP).

INTERNAL QUALITY CONTROL REVIEWS AND EXTERNAL REVIEWS

Experienced partners and professional staff of our firm conduct quality control reviews of our audits. Our partners' work is reviewed annually, and the inspection process includes periodic testing of the effectiveness of our quality controls and a continuous improvement program. This risk-based annual inspection is intended to mimic the triennial peer review described in the following paragraph and are performed on completed engagements. In addition to this inspection, we perform in-process, "pre-issuance" reviews of partners' work that are chosen for using a risk-based selection process; these reviews are performed by our corporate quality control team. The combination of the in-process and completed engagements is part of our continuous improvement processes.

Peer reviews are performed every three years by another independent public accounting firm. The most recent review of our firm was performed in 2019 by Brown Edwards, whose report was the most favorable possible "Pass".

In addition, we are registered with the PCAOB and our 2018 PCAOB inspection report was also the most favorable possible—no audit deficiencies or quality control defects identified. The 2018 PCAOB report can be viewed at: <https://pcaobus.org/Inspections/Reports/Documents/104-2019-029-Carr-Riggs-Ingram-LLC.pdf>.

SHARING CRI'S VALUES WITH YOU



We are proud of our hands-on, service-centric, and results-oriented approach. Combining that approach with quality controls and superior talent allows us to help you achieve your goals and strengthen your management systems and processes. This approach is further emphasized through our three core values which guide our team's behavior and function as the foundation for interactions with our clients and each other.



CLIENT SERVICE

Defining our brand by meeting or exceeding the highest expectations of our clients

RESPECT

Building productive, long-term relationships with each other that are based on mutual respect, trust, and sharing

INTEGRITY

Living with sincerity, transparency, and honesty

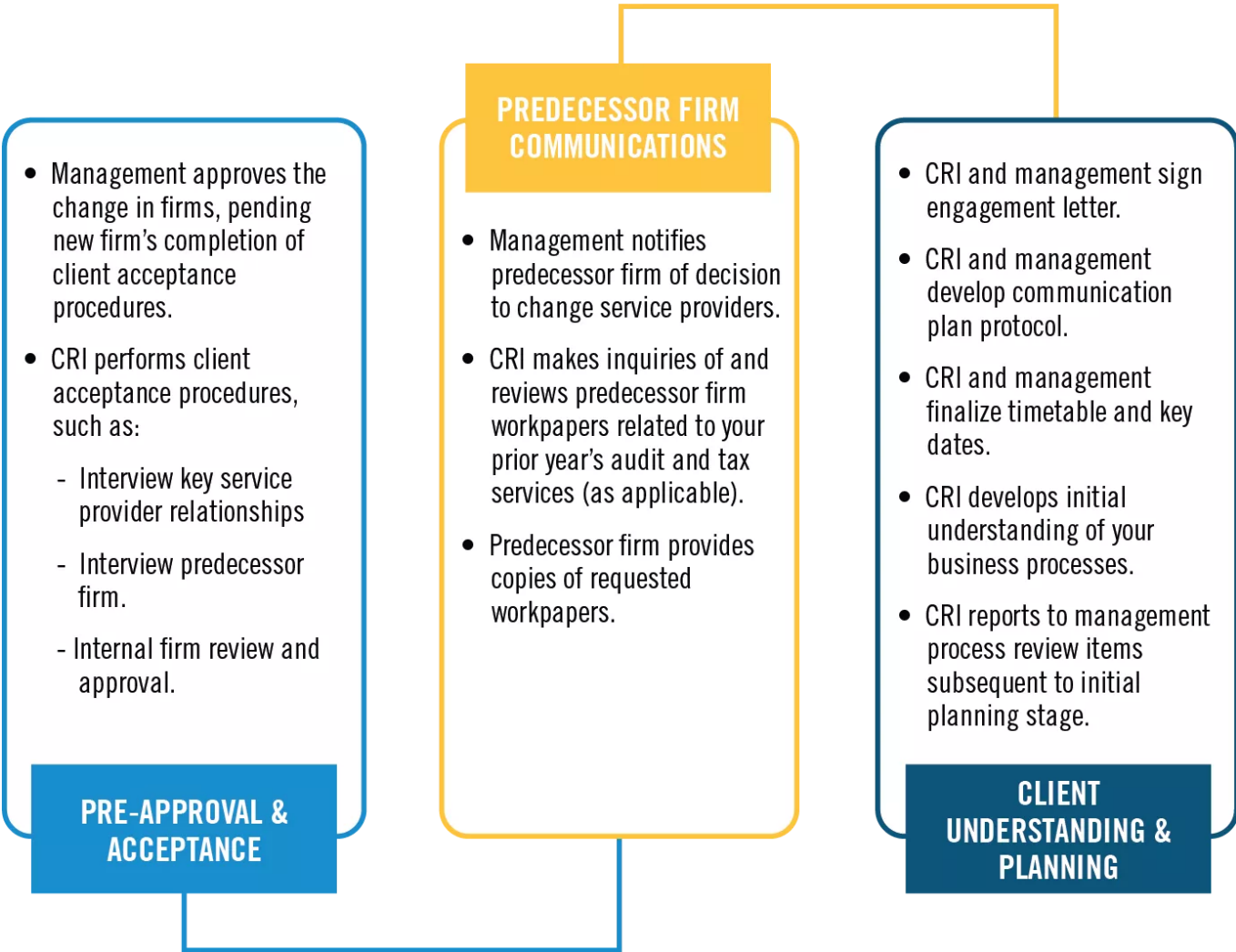


TRANSITIONING YOU

When choosing to change firms, the time involved in working with new accounting professionals is often a concern. CRI's well-defined efficient, seamless transition process is designed to:

- Provide you with value from the very first encounter,
- Avoid interruption of service,
- Minimize disruption and investment of management's time,
- Raise the standard of service, and
- Establish ongoing channels of communication with Coral Bay of Lee County Community Development District's management.

The transition plan is comprised of the following key activities and can occur within approximately two weeks, depending on the availability of the parties involved:



CRI'S GLOBAL RESOURCES



Many businesses are expanding and/or evaluating their global reach, and they require assistance in order to comprehensively consider the various financial implications of growing in international markets. In addition to CRI's internal resources, we deliver the expertise and support of some of the world's most highly regarded accounting firms through shared alliance as members of PrimeGlobal.

WHO IS PRIMEGLOBAL?



HOW OUR PRIMEGLOBAL MEMBERS CAN BENEFIT YOU

We supplement our in-depth, industry knowledge and specialized services through our collaborations with other PrimeGlobal firms to help you evaluate your options globally. CRI's goal is to provide you with the information you need to make well-informed, smart business decisions.

4 KEY BENEFITS TO CRI CLIENTS FROM OUR PRIMEGLOBAL MEMBERSHIP

- 1 SOLUTIONS**
that are worldwide and world-class.
- 2 ACCESSIBILITY**
to knowledge and resources of statutory, regulatory, and compliance requirements throughout the world.
- 3 DECISION MAKING**
with the support of local connections and cultural understanding throughout regions of the world.
- 4 SINGLE POINT OF CONTACT**
CRI's team serves as your contact for each engagement, and we project manage across the entire team - including other PrimeGlobal firms and specialists.

JOIN OUR CONVERSATION



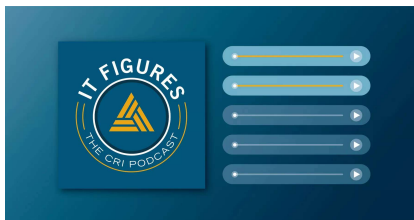
We know that some information that makes perfect sense to a CPA may not be as clear to our clients. Therefore, we produce original content in the form of articles, videos, white papers, webinars, and more to provide timely, down-to-earth translations of complex subjects. We publish this original content on [CRIcpa.com](https://www.cricpa.com) and across all our many social channels.

FOLLOW CRI ON SOCIAL MEDIA @CRICPA



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[CRICPA.COM/NEWSLETTER-SIGNUP](https://www.cricpa.com/newsletter-signup)



IT FIGURES: THE CRI PODCAST

Created to provide insight into the latest developments and regulations in the accounting and finance space, It Figures is an accounting and advisory focused podcast for business and organization leaders, entrepreneurs, and anyone who is looking to go beyond the status quo.

Listen on Apple Podcasts, Spotify, iHeart Radio, and more.
itfigurespodcast.com



CRI'S CEO ACTION FOR DIVERSITY AND INCLUSION

Carr, Riggs & Ingram is committed to fostering an inclusive and diverse place for all employees to work in and engage. When our managing partner and chairman, Bill Carr, signed the CEO Action for Diversity & Inclusion™ pledge, he made a public commitment to building a productive, diverse, and inclusive workplace. [Learn more about CRI's commitment to Diversity and Inclusion.](#)



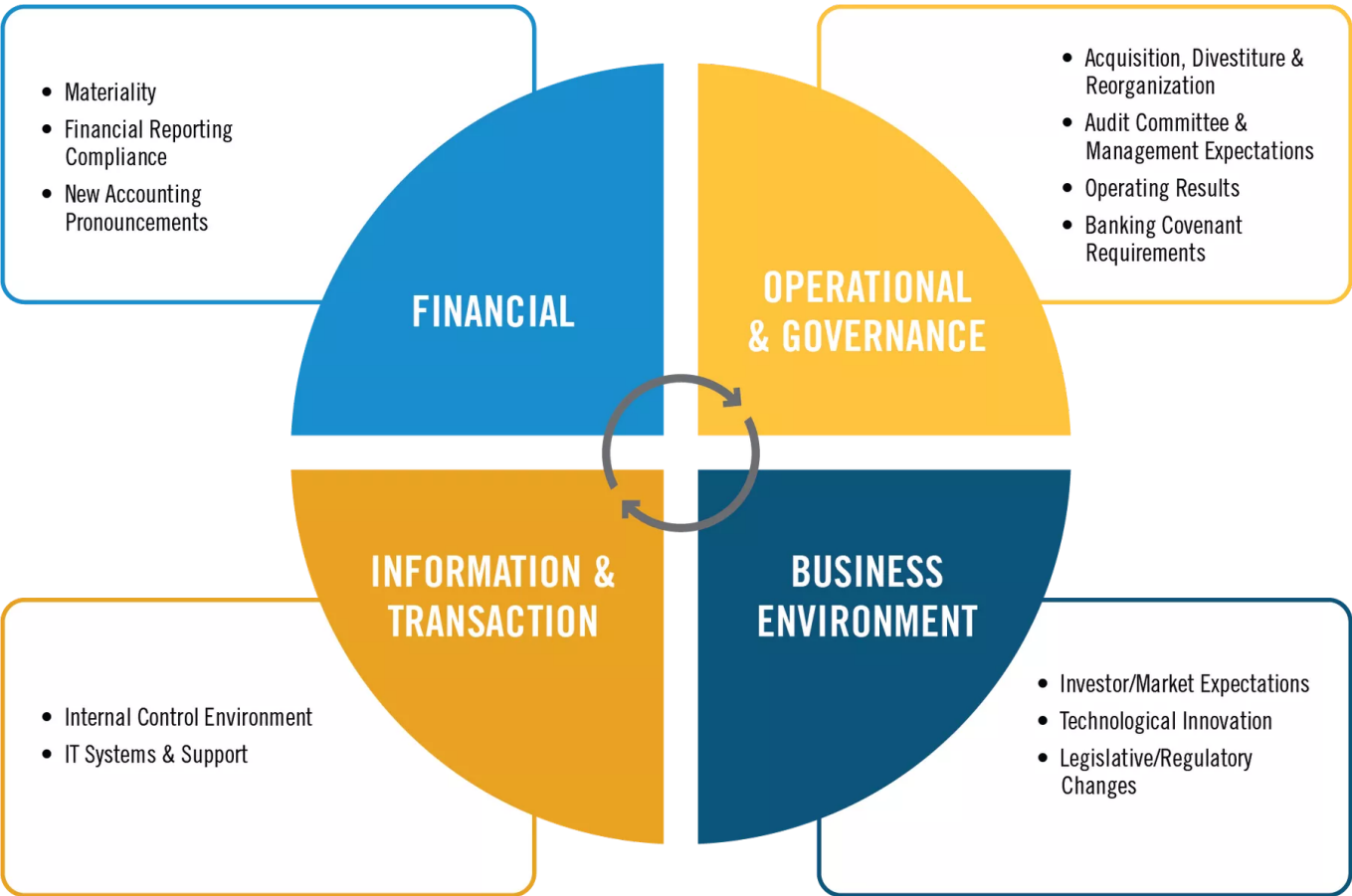
CRI AUDIT FRAMEWORK

Our proposed services require a coordinated effort between us and Coral Bay of Lee County Community Development District's team. Planning and continual communication are essential to developing the appropriate procedures, working collaboratively to resolve any identified issues, and meeting your timelines.

CRI's audit approach occurs within a framework of our client's business and industry; therefore, we assess risk by:

- Understanding management's perspectives and goals, and
- Considering business conditions and threats that could prevent management from achieving its business objectives.

We assess risks in the following areas:



CRI AUDIT FRAMEWORK



Our ultimate intent is to drill down from these broad risks to specific financial reporting risks. We understand both these risks and management's processes and procedures for mitigating them (i.e. internal controls) in order to develop our procedures to carry out our audit responsibilities.

Although our audits are conducted through a structured, risk-based model, we focus on understanding the client's needs, requirements, and expectations. We work collaboratively with management and the Audit Committee (or similar function) to develop a communication and work plan to continuously improve client service, by doing so we help in moving your team from simple compliance to providing you with a competitive advantage.

In planning, we concentrate on "key risks," (items with a greater risk of a material misstatement, a material weakness in internal controls, or other matters resulting in the issuance of an inappropriate audit report). We focus on "material" items (i.e. those items that would be important to the user of your financial statements). When evaluating materiality of identified misstatements, certain quantitative and qualitative factors must be considered—which may include:

- Impact on operating trends (revenue/income, expenses, net income, etc).
- Nature of the misstatement (i.e., did the misstatement result from an unlawful transaction?).
- Impact on liquidity, capital/surplus, earnings capacity, etc.
- Impact to loan covenants and contractual and regulatory requirements.

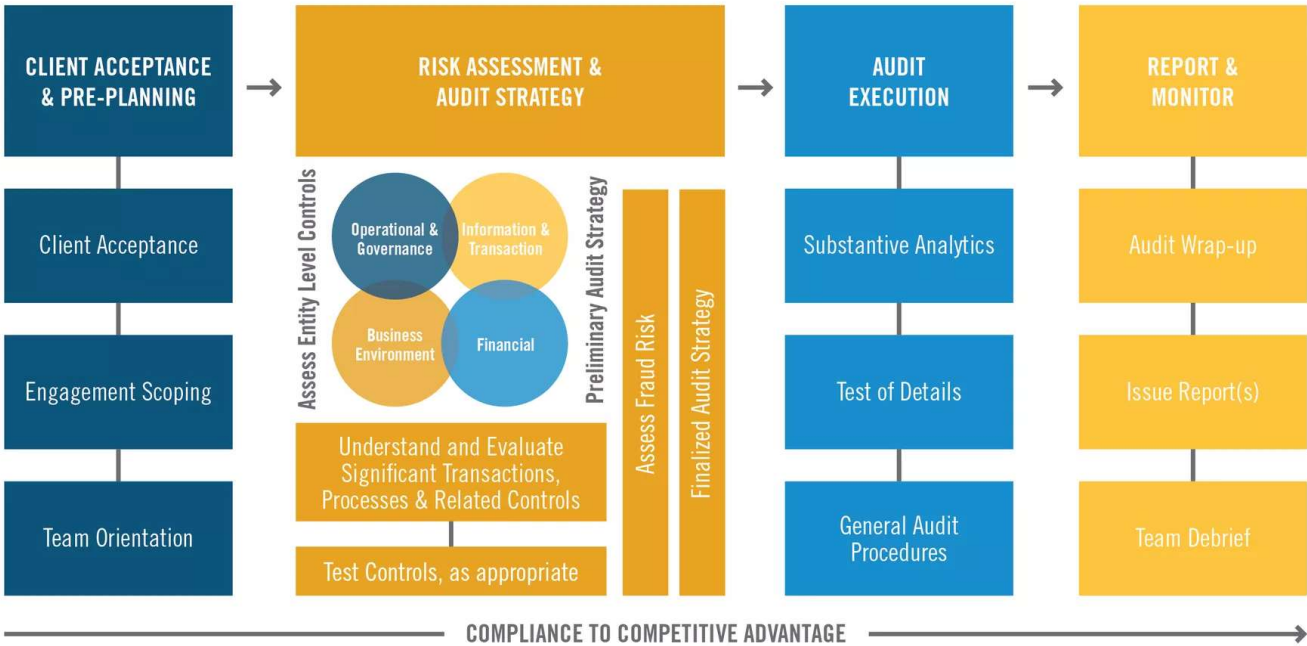
Consistent communication is a key to completion of the audit. By ensuring constant involvement, we are in a better position to respond to your issues timely and efficiently. Therefore, we plan to meet with your management to:

- Set-up the audit by reviewing the mapping of Coral Bay of Lee County Community Development District's financial information (financial statements and notes) to significant processes and IT systems to ensure that all significant account balances, transactions, procedures, and systems are tested as deemed necessary.
- Discuss ongoing changes—specifically new accounting pronouncements and key business transactions in their early stages, enabling us to agree on the resolution of various complex business issues on a timely basis.



CRI AUDIT APPROACH

Our audit approach is a four stage approach, as depicted in the summary below. Our client acceptance and risk assessment procedures occur during detailed conversations and observations with your team. The results of those procedures allow us to tailor an audit program to your specific risks and needs. We then execute the audit, report the results, and evaluate continuous improvement opportunities for ongoing service and benefit to you.





STAGE 1: CLIENT ACCEPTANCE & PRE-PLANNING

- Perform client acceptance procedures.
- Collaborate with management to agree to expectations and scope.
- Assign appropriate staff based on client needs and assessed risk.

STAGE 2: RISK ASSESSMENT & AUDIT STRATEGY

- Interview client personnel and others to understand client-specific objectives and risks.
- Assess following aspects of the organization for their impact on the audit plan:
 - environmental and other external risks,
 - management's fraud and IT risk assessment models,
 - entity level controls including:
 - control environment
 - risk assessment,
 - information and communication,
 - and monitoring controls.
 - IT General Computer (ITGC) controls, such as
 - IT Environment
 - Developing and Delivering IT, and
 - Operating and Monitoring IT.
- Determine materiality.
- Develop and document our understanding of and/or reliance on:
 - linkage of financial statements to:
 - significant transactions,
 - processes,
 - IT systems, and
 - related controls,
 - existence of/reliance on SOC entities and their reports,
 - internal audit, and
 - specialists (e.g. valuation, pension costs, etc.).
- If elected, test controls including ITGC, through a mix of:
 - inquiry,
 - observation
 - examination, and
 - re-performance.
- Perform preliminary analytical procedures.
- Finalize risk assessments and develop a final audit strategy.

STAGE 3: AUDIT EXECUTION

- Where possible to test as efficiently as possible:
 - develop detailed analytical procedures to use as substantive tests (benefit = reducing tests of details):
Examples include:
 - ratio analysis,
 - regression analysis,
 - trend analysis,
 - predictive tests, or
 - reasonableness test,
 - utilize Computer-Assisted Audit Techniques (CAATs) (benefit = automation of testing for more coverage and less disruption to the client), and
 - perform targeted testing (also known as "coverage" testing) to test large portions of account balances (benefit = more coverage with smaller selections).
- Perform tests of details, including sampling.
- Perform general audit procedures such as tests related to:
 - commitments and contingencies,
 - legal letters,
 - management representations,
 - reviews of Board minutes,
 - related party transactions,
 - debt covenants, and
 - going concern.
- Perform other tests for compliance such as Yellow Book or Single Audit tests.

STAGE 4: REPORT & MONITOR

- Continually monitor throughout the audit - providing feedback as agreed during scoping.
- Conclude the audit (i.e. issue opinions and reports).
- Develop and present:
 - reports,
 - required communications,
 - management letter comments, and
 - other audit-related deliverables.
- Perform debriefings to identify opportunities for improvement with our:
 - engagement team, and/or
 - client's team.



CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES

The Coral Bay of Lee County Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the fiscal year ending September 30, 2022, with an option for additional annual renewals, subject to mutual agreement by both parties. The District is a local unit of special-purpose government created under Chapter 190, *Florida Statutes*, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in the Lee County, Florida. The final contract will require that, among other things, the audit for the fiscal year ending September 30, 2022, be completed no later than June 30, 2023.

The auditing entity submitting a proposal must be duly licensed under Chapter 473, *Florida Statutes*, and be qualified to conduct audits in accordance with "Government Auditing Standards," as adopted by the Florida Board of Accountancy. Audits shall be conducted in accordance with Florida Law and particularly Section 218.39, *Florida Statutes*, and the rules of the Florida Auditor General.

Proposal packages, which include evaluation criteria and instructions to proposers, are available from the District Manager at the address and telephone number listed below.

Proposers must provide one (1) electronic copy and one (1) unbound copy of their proposal to the offices of the District Manager, located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, ph: (877) 276-0889 ("District Manager"), in an envelope marked on the outside "Auditing Services, Coral Bay of Lee County Community Development District." Proposals must be received by 12:00 p.m., on March 22, 2022, at the office of the District Manager. Please direct all questions regarding this Notice to the District Manager.

District Manager

APPENDIX A - RFP DOCUMENTS



CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR PROPOSALS

District Auditing Services for Fiscal Year 2022

Lee County, Florida

INSTRUCTIONS TO PROPOSERS

SECTION 1. DUE DATE. Sealed proposals must be received no later than **March 22, 2022**, at 12:00 p.m., at the offices of District Manager, located at Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. Proposals will be publicly opened at that time.

SECTION 2. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 3. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 5. SUBMISSION OF PROPOSAL. Submit (1) of the Proposal Documents, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title "Auditing Services – Coral Bay of Lee County Community Development District" on the face of it. **Please include pricing for each additional bond issuance.**

SECTION 6. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

APPENDIX A - RFP DOCUMENTS



SECTION 7. PROPOSAL DOCUMENTS. The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (“**Proposal Documents**”).

SECTION 8. PROPOSAL. In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

SECTION 9. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 10. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

SECTION 11. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of the District’s limited waiver of liability contained in Section 768.28, *Florida Statutes*, or any other statute or law.

SECTION 12. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List the position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The lump sum cost of the provision of the services under the proposal, plus the lump sum cost of four (4) annual renewals.

SECTION 13. PROTESTS. In accordance with the District’s Rules of Procedure, any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) calendar hours (excluding Saturday, Sunday, and state holidays) after the receipt of the Proposal Documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be

APPENDIX A - RFP DOCUMENTS



filed within seven (7) calendar days (including Saturday, Sunday, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to the aforesaid Proposal Documents.

SECTION 14. EVALUATION OF PROPOSALS. The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.



APPENDIX A - RFP DOCUMENTS

**CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT
AUDITOR SELECTION
EVALUATION CRITERIA**

1. Ability of Personnel. (20 Points)

(E.g., geographic location of the firm’s headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.)

2. Proposer’s Experience. (20 Points)

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other or current Community Development District(s) in other contracts; character, integrity, reputation of Proposer, etc.)

3. Understanding of Scope of Work. (20 Points)

Extent to which the proposal demonstrates an understanding of the District’s needs for the services requested.

4. Ability to Furnish the Required Services. (20 Points)

Extent to which the proposal demonstrates the adequacy of Proposer’s financial resources and stability as a business entity necessary to complete the services required.

5. Price. (20 Points)***

Points will be awarded based upon the lowest total proposal for rendering the services and the reasonableness of the proposal.

Total (100 Points)

***Alternatively, the Board may choose to evaluate firms without considering price, in which case the remaining categories would be assigned 25 points each.

**CORAL BAY OF LEE
COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

7CIII



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Proposal to Provide Financial Auditing Services:

CORAL BAY OF LEE COUNTY

COMMUNITY DEVELOPMENT DISTRICT

Proposal Due: March 22, 2022
12:00PM

Submitted to:

Coral Bay of Lee County
Community Development District
c/o District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Submitted by:

Antonio J. Grau, Partner
Grau & Associates
951 Yamato Road, Suite 280
Boca Raton, Florida 33431

Tel (561) 994-9299
(800) 229-4728

Fax (561) 994-5823

tgrau@graucpa.com

www.graucpa.com



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Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

March 22, 2022

Coral Bay of Lee County Community Development District
c/o District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Re: Request for Proposal for Professional Auditing Services for the fiscal year ended September 30, 2022, with an option for additional annual renewals.

Grau & Associates (Grau) welcomes the opportunity to respond to the Coral Bay of Lee County Community Development District's (the "District") Request for Proposal (RFP), and we look forward to working with you on your audit. We are an energetic and robust team of knowledgeable professionals and are a recognized leader of providing services to Community Development Districts. As one of Florida's few firms to primarily focus on government, we are especially equipped to provide you an effective and efficient audit.

Special district audits are at the core of our practice: **we have a total of 360 clients, 329 or 91% of which are special districts.** We know the specifics of the professional services and work products needed to meet your RFP requirements like no other firm. With this level of experience, we are able to increase efficiency, to provide immediate and continued savings, and to minimize disturbances to client operations.

Why Grau & Associates:

Knowledgeable Audit Team

Grau is proud that the personnel we assign to your audit are some of the most seasoned auditors in the field. Our staff performs governmental engagements year round. When not working on your audit, your team is refining their audit approach for next year's audit. Our engagement partners have decades of experience and take a hands-on approach to our assignments, which all ensures a smoother process for you.

Servicing your Individual Needs

Our clients enjoy personalized service designed to satisfy their unique needs and requirements. Throughout the process of our audit, you will find that we welcome working with you to resolve any issues as swiftly and easily as possible. In addition, due to Grau's very low turnover rate for our industry, you also won't have to worry about retraining your auditors from year to year.

Developing Relationships

We strive to foster mutually beneficial relationships with our clients. We stay in touch year round, updating, collaborating and assisting you in implementing new legislation, rules and standards that affect your organization. We are also available as a sounding board and assist with technical questions.

Maintaining an Impeccable Reputation

We have never been involved in any litigation, proceeding or received any disciplinary action. Additionally, we have never been charged with, or convicted of, a public entity crime of any sort. We are financially stable and have never been involved in any bankruptcy proceedings.

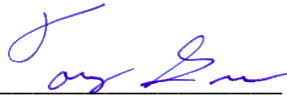
Complying With Standards

Our audit will follow the Auditing Standards of the AICPA, Generally Accepted Government Auditing Standards, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida, and any other applicable federal, state and local regulations. We will deliver our reports in accordance with your requirements.

This proposal is a firm and irrevocable offer for 90 days. We certify this proposal is made without previous understanding, agreement or connection either with any previous firms or corporations offering a proposal for the same items. We also certify our proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action, and was prepared in good faith. Only the person(s), company or parties interested in the project as principals are named in the proposal. Grau has no existing or potential conflicts, and anticipates no conflicts during the engagement. Our Federal I.D. number is 20-2067322.

We would be happy to answer any questions or to provide any additional information. We are genuinely excited about the prospect of serving you and establishing a long-term relationship. Please do not hesitate to call or email either of our Partners, Antonio J. Grau, CPA (tgrau@graucpa.com) or Racquel McIntosh, CPA (rmcintosh@graucpa.com) at 561.994.9299. We thank you for considering our firm's qualifications and experience.

Very truly yours,
Grau & Associates



Antonio J. Grau

Firm Qualifications



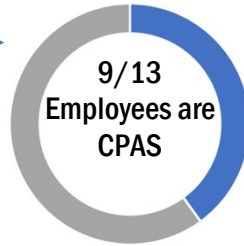
Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Grau's Focus and Experience

Our Team



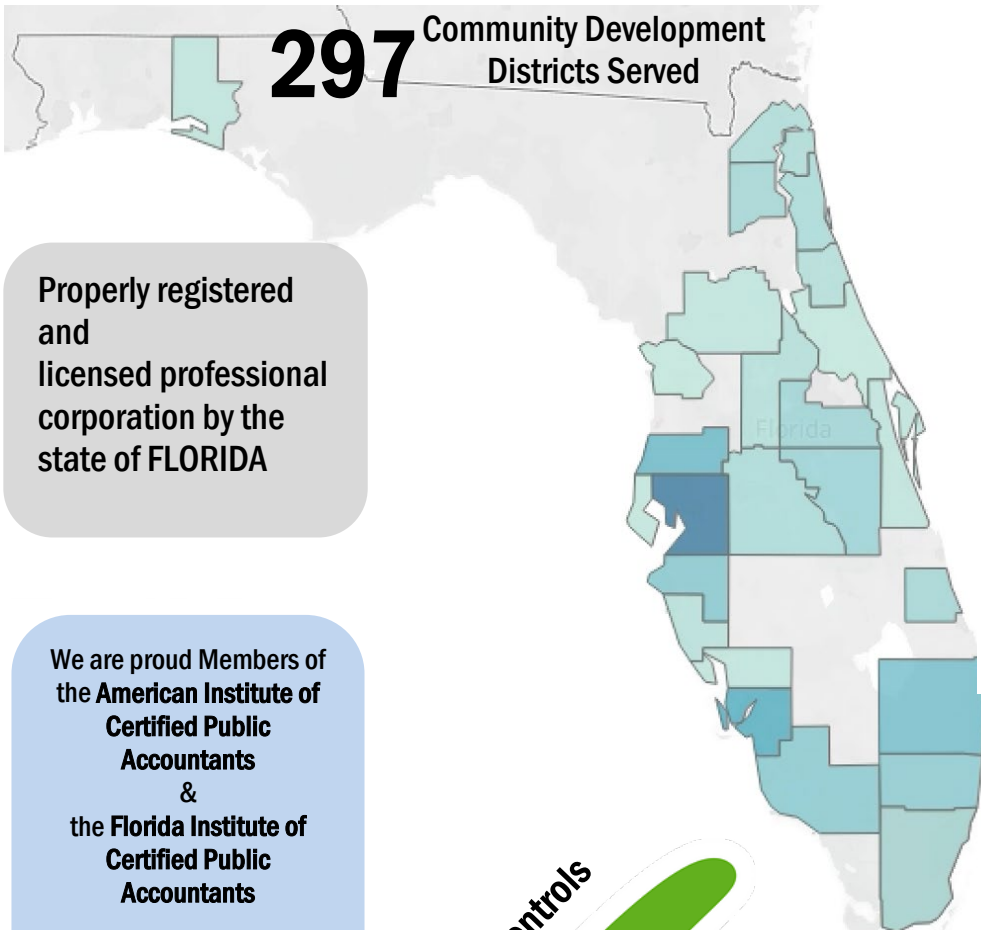
3 Partners
10 Professional Staff
2 Administrative Professionals



2005

Year founded

Services Provided



Properly registered and licensed professional corporation by the state of FLORIDA

We are proud Members of the **American Institute of Certified Public Accountants** & the **Florida Institute of Certified Public Accountants**

Quality Controls

- ⇒ External quality review program: consistently receives a pass
- ⇒ Internal: ongoing monitoring to maintain quality



AICPA | FICPA | GFOA | FASD | FGFOA

See next page for report and certificate



FICPA Peer Review Program
Administered in Florida
by The Florida Institute of CPAs



Peer Review
Program

AICPA Peer Review Program
Administered in Florida
by the Florida Institute of CPAs

February 20, 2020

Antonio Grau
Grau & Associates
951 Yamato Rd Ste 280
Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on February 20, 2020, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2022. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,
FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee
paul@ficpa.org
800-342-3197 ext. 251

Florida Institute of CPAs

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 571202

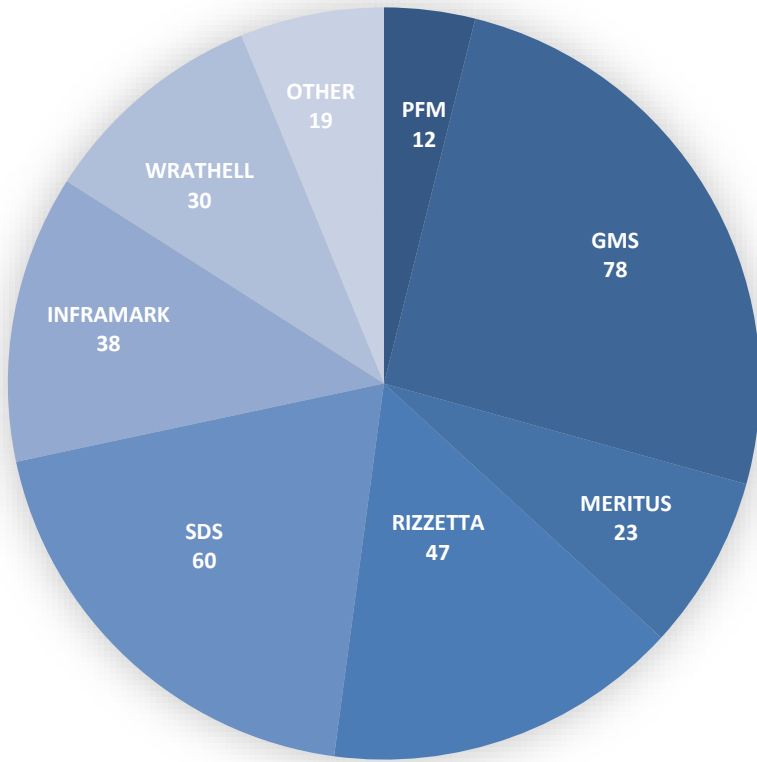
3800 Esplanade Way, Suite 210 | Tallahassee, FL 32311 | 800.342.3197, in Florida | 850.224.2727 | Fax: 850.222.8190 | www.ficpa.org

Firm & Staff Experience



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

GRAU AND ASSOCIATES COMMUNITY DEVELOPMENT DISTRICT EXPERIENCE BY MANAGEMENT COMPANY



Profile Briefs:

Antonio J GRAU, CPA (Partner)

Years Performing Audits: 30+
CPE (last 2 years): Government Accounting, Auditing: 24 hours; Accounting, Auditing and Other: 58 hours
Professional Memberships: AICPA, FICPA, FGFOA, GFOA

Racquel McIntosh, CPA (Partner)

Years Performing Audits: 14+
CPE (last 2 years): Government Accounting, Auditing: 38 hours; Accounting, Auditing and Other: 56 hours
Professional Memberships: AICPA, FICPA, FGFOA, FASD

“Here at Grau & Associates, staying up to date with the current technological landscape is one of our top priorities. Not only does it provide a more positive experience for our clients, but it also allows us to perform a more effective and efficient audit. With the every changing technology available and utilized by our clients, we are constantly innovating our audit process.”

- Tony Grau

“Quality audits and exceptional client service are at the heart of every decision we make. Our clients trust us to deliver a quality audit, adhering to high standards and assisting them with improvements for their organization.”

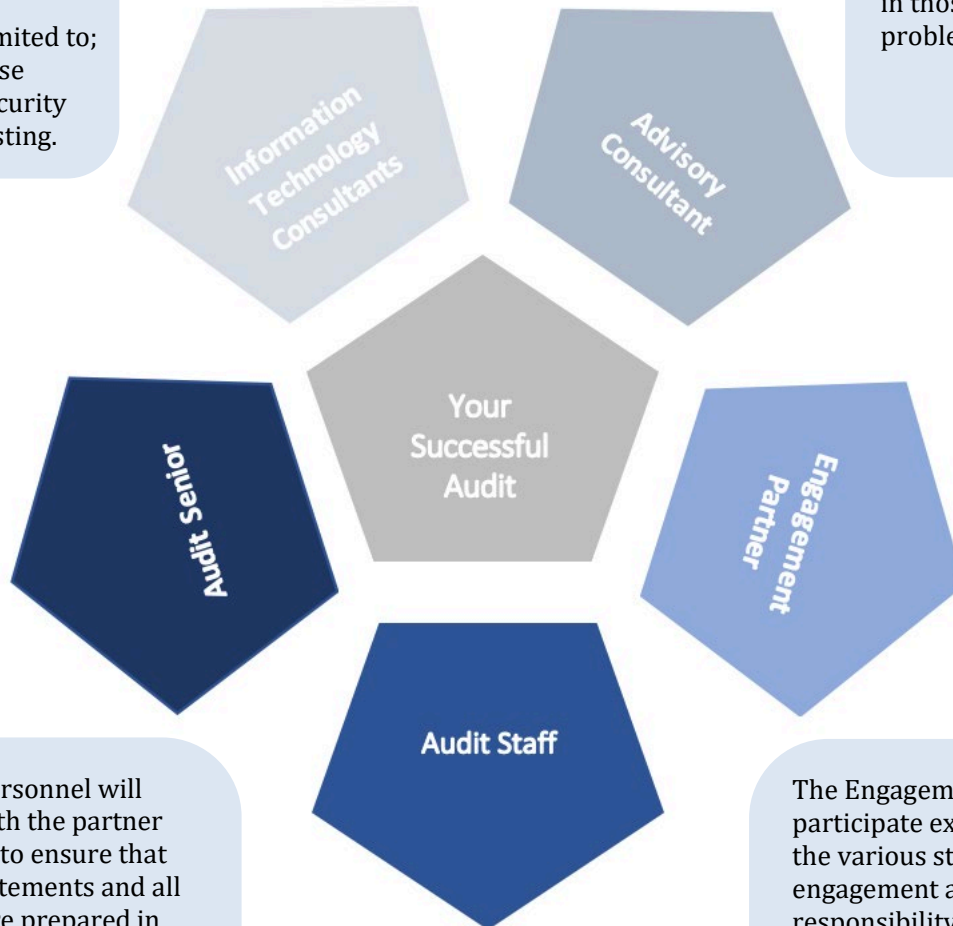
-Racquel McIntosh

YOUR ENGAGEMENT TEAM

Grau's client-specific engagement team is meticulously organized in order to meet the unique needs of each client. Constant communication within our solution team allows for continuity of staff and audit team.

Grau contracts with an outside group of IT management consultants to assist with matters including, but not limited to; network and database security, internet security and vulnerability testing.

An advisory consultant will be available as a sounding board to advise in those areas where problems are encountered.



The assigned personnel will work closely with the partner and the District to ensure that the financial statements and all other reports are prepared in accordance with professional standards and firm policy. Responsibilities will include planning the audit; communicating with the client and the partners the progress of the audit; and determining that financial statements and all reports issued by the firm are accurate, complete and are prepared in accordance with professional standards and firm policy.

The Engagement Partner will participate extensively during the various stages of the engagement and has direct responsibility for engagement policy, direction, supervision, quality control, security, confidentiality of information of the engagement and communication with client personnel. The engagement partner will also be involved directing the development of the overall audit approach and plan; performing an overriding review of work papers and ascertain client satisfaction.



Antonio 'Tony' J. Grau, CPA Partner

Contact: tgrau@graucpa.com | (561) 939-6672

Experience

For over 30 years, Tony has been providing audit, accounting and consulting services to the firm's governmental, non-profit, employee benefit, overhead and arbitrage clients. He provides guidance to clients regarding complex accounting issues, internal controls and operations.

As a member of the Government Finance Officers Association Special Review Committee, Tony participated in the review process for awarding the GFOA Certificate of Achievement in Financial Reporting. Tony was also the review team leader for the Quality Review of the Office of Management Audits of School Board of Miami-Dade County. Tony received the AICPA advanced level certificate for governmental single audits.

Education

University of South Florida (1983)
Bachelor of Arts
Business Administration

Clients Served (partial list)

(>300) Various Special Districts, including:

- | | |
|--|--|
| Bayside Improvement Community Development District | St. Lucie West Services District |
| Dunes Community Development District | Ave Maria Stewardship Community District |
| Fishhawk Community Development District (I,II,IV) | Rivers Edge II Community Development District |
| Grand Bay at Doral Community Development District | Bartram Park Community Development District |
| Heritage Harbor North Community Development District | Bay Laurel Center Community Development District |
| | |
| Boca Raton Airport Authority | |
| Greater Naples Fire Rescue District | |
| Key Largo Wastewater Treatment District | |
| Lake Worth Drainage District | |
| South Indian River Water Control | |

Professional Associations/Memberships

American Institute of Certified Public Accountants Florida Government Finance Officers Association
Florida Institute of Certified Public Accountants Government Finance Officers Association Member
City of Boca Raton Financial Advisory Board Member

Professional Education (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	24
Accounting, Auditing and Other	58
Total Hours	<u>82</u> (includes of 4 hours of Ethics CPE)



Racquel C. McIntosh, CPA

Partner

Contact : rmcintosh@graucpa.com | (561) 939-666

Experience

Racquel has been providing government audit, accounting and advisory services to our clients for over 14 years. She serves as the firm’s quality control partner; in this capacity she closely monitors engagement quality ensuring standards are followed and maintained throughout the audit.

Racquel develops in-house training seminars on current government auditing, accounting, and legislative topics and also provides seminars for various government organizations. In addition, she assists clients with implementing new accounting software, legislation, and standards.

Education

- Florida Atlantic University (2004)
Master of Accounting
- Florida Atlantic University (2003)
Bachelor of Arts:
Finance, Accounting

Clients Served (partial list)

(>300) Various Special Districts, including:
 Carlton Lakes Community Development District
 Golden Lakes Community Development District
 Rivercrest Community Development District
 South Fork III Community Development District
 TPOST Community Development District

Westchase Community Development District
 Monterra Community Development District
 Palm Coast Park Community Development District
 Long Leaf Community Development District
 Watergrass Community Development District

East Central Regional Wastewater Treatment Facilities
 Indian Trail Improvement District
 Pinellas Park Water Management District
 Ranger Drainage District
 South Trail Fire Protection and Rescue Service District

Professional Associations/ Memberships

- American Institute of Certified Public Accountants
- Florida Institute of Certified Public Accountants
- FICPA State & Local Government Committee
- FGFOA Palm Beach Chapter

Professional Education (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	38
Accounting, Auditing and Other	56
Total Hours	<u>94</u> (includes of 4 hours of Ethics CPE)

References



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

We have included three references of government engagements that require compliance with laws and regulations, follow fund accounting, and have financing requirements, which we believe are similar to the District.

Dunes Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 1998
Client Contact	Darrin Mossing, Finance Director 475 W. Town Place, Suite 114 St. Augustine, Florida 32092 904-940-5850

Two Creeks Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 2007
Client Contact	William Rizzetta, President 3434 Colwell Avenue, Suite 200 Tampa, Florida 33614 813-933-5571

Journey's End Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 2004
Client Contact	Todd Wodraska, Vice President 2501 A Burns Road Palm Beach Gardens, Florida 33410 561-630-4922

Specific Audit Approach



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

AUDIT APPROACH

Grau's Understanding of Work Product / Scope of Services:

We recognize the District is an important entity and we are confident our firm is eminently qualified to meet the challenges of this engagement and deliver quality audit services. ***You would be a valued client of our firm and we pledge to commit all firm resources to provide the level and quality of services (as described below) which not only meet the requirements set forth in the RFP but will exceed those expectations.*** Grau & Associates fully understands the scope of professional services and work products requested. Our audit will follow the Auditing Standards of the AICPA, *Generally Accepted Government Auditing Standards*, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida and any other applicable Federal, State or Local regulations. **We will deliver our reports in accordance with your requirements.**

Proposed segmentation of the engagement

Our approach to the audit engagement is a risk-based approach which integrates the best of traditional auditing techniques and a total systems concept to enable the team to conduct a more efficient and effective audit. The audit will be conducted in three phases, which are as follows:



Phase I - Preliminary Planning

A thorough understanding of your organization, service objectives and operating environment is essential for the development of an audit plan and for an efficient, cost-effective audit. During this phase, we will meet with appropriate personnel to obtain and document our understanding of your operations and service objectives and, at the same time, give you the opportunity to express your expectations with respect to the services that we will provide. Our work effort will be coordinated so that there will be minimal disruption to your staff.

During this phase we will perform the following activities:

- » Review the regulatory, statutory and compliance requirements. This will include a review of applicable federal and state statutes, resolutions, bond documents, contracts, and other agreements;
- » Read minutes of meetings;
- » Review major sources of information such as budgets, organization charts, procedures, manuals, financial systems, and management information systems;
- » Obtain an understanding of fraud detection and prevention systems;
- » Obtain and document an understanding of internal control, including knowledge about the design of relevant policies, procedures, and records, and whether they have been placed in operation;
- » Assess risk and determine what controls we are to rely upon and what tests we are going to perform and perform test of controls;
- » Develop audit programs to incorporate the consideration of financial statement assertions, specific audit objectives, and appropriate audit procedures to achieve the specified objectives;
- » Discuss and resolve any accounting, auditing and reporting matters which have been identified.

Phase II – Execution of Audit Plan

The audit team will complete a major portion of transaction testing and audit requirements during this phase. The procedures performed during this period will enable us to identify any matter that may impact the completion of our work or require the attention of management. Tasks to be performed in Phase II include, but are not limited to the following:

- » Apply analytical procedures to further assist in the determination of the nature, timing, and extent of auditing procedures used to obtain evidential matter for specific account balances or classes of transactions;
- » Perform tests of account balances and transactions through sampling, vouching, confirmation and other analytical procedures; and
- » Perform tests of compliance.

Phase III - Completion and Delivery

In this phase of the audit, we will complete the tasks related to year-end balances and financial reporting. All reports will be reviewed with management before issuance, and the partners will be available to meet and discuss our report and address any questions. Tasks to be performed in Phase III include, but are not limited to the following:

- » Perform final analytical procedures;
- » Review information and make inquiries for subsequent events; and
- » Meeting with Management to discuss preparation of draft financial statements and any potential findings or recommendations.

You should expect more from your accounting firm than a signature in your annual financial report. Our concept of truly responsive professional service emphasizes taking an active interest in the issues of concern to our clients and serving as an effective resource in dealing with those issues. In following this approach, we not only audit financial information with hindsight but also consider the foresight you apply in managing operations.

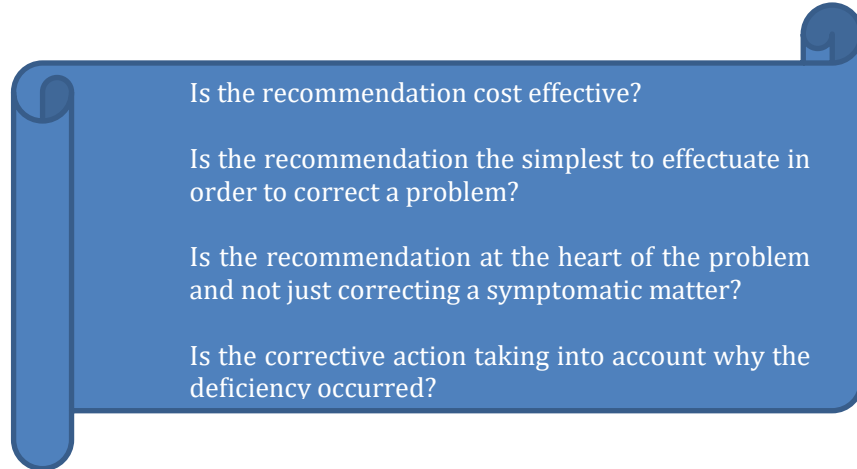
Application of this approach in developing our management letter is particularly important given the increasing financial pressures and public scrutiny facing today's public officials. We will prepare the management letter at the completion of our final procedures.

In preparing this management letter, we will initially review any draft comments or recommendations with management. In addition, we will take necessary steps to ensure that matters are communicated to those charged with governance.

In addition to communicating any recommendations, we will also communicate the following, if any:

- » Significant audit adjustments;
- » Significant deficiencies or material weaknesses;
- » Disagreements with management; and
- » Difficulties encountered in performing the audit.

Our findings will contain a statement of condition describing the situation and the area that needs strengthening, what should be corrected and why. Our suggestions will withstand the basic tests of corrective action:



To assure full agreement with facts and circumstances, we will fully discuss each item with Management prior to the final exit conference. This policy means there will be no “surprises” in the management letter and fosters a professional, cooperative atmosphere.

Communications

We emphasize a continuous, year-round dialogue between the District and our management team. We regularly communicate through personal telephone calls and electronic mail throughout the audit and on a regular basis.

Our clients have the ability to transmit information to us on our secure client portal with the ability to assign different staff with separate log on and viewing capability. This further facilitates efficiency as all assigned users receive electronic mail notification as soon as new information has been posted into the portal.

Cost of Services



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Our proposed all-inclusive fees for the financial audit for the fiscal years ended September 30, 2022-2026 are as follows:

Year Ended September 30,	Fee
2022	\$3,200
2023	\$3,400
2024	\$3,600
2025	\$3,800
2026	<u>\$4,000</u>
TOTAL (2022-2026)	<u>\$18,000</u>

The above fees are based on the assumption that the District maintains its current level of operations. Should conditions change or Bonds are issued the fees would be adjusted accordingly upon approval from all parties concerned. If Bonds are issued the fee would increase by \$1,500. The fee for subsequent annual renewals would be agreed upon separately.

Supplemental Information



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

PARTIAL LIST OF CLIENTS

SPECIAL DISTRICTS	Governmental Audit	Single Audit	Utility Audit	Current Client	Year End
Boca Raton Airport Authority	✓	✓		✓	9/30
Captain's Key Dependent District	✓			✓	9/30
Central Broward Water Control District	✓			✓	9/30
Collier Mosquito Control District	✓			✓	9/30
Coquina Water Control District	✓			✓	9/30
East Central Regional Wastewater Treatment Facility	✓		✓		9/30
Florida Green Finance Authority	✓				9/30
Greater Boca Raton Beach and Park District	✓			✓	9/30
Greater Naples Fire Control and Rescue District	✓	✓		✓	9/30
Green Corridor P.A.C.E. District	✓			✓	9/30
Hobe-St. Lucie Conservancy District	✓			✓	9/30
Indian River Mosquito Control District	✓				9/30
Indian Trail Improvement District	✓			✓	9/30
Key Largo Wastewater Treatment District	✓	✓	✓	✓	9/30
Lake Padgett Estates Independent District	✓			✓	9/30
Lake Worth Drainage District	✓			✓	9/30
Loxahatchee Groves Water Control District	✓				9/30
Old Plantation Control District	✓			✓	9/30
Pal Mar Water Control District	✓			✓	9/30
Pinellas Park Water Management District	✓			✓	9/30
Pine Tree Water Control District (Broward)	✓			✓	9/30
Pinetree Water Control District (Wellington)	✓				9/30
Ranger Drainage District	✓	✓		✓	9/30
Renaissance Improvement District	✓			✓	9/30
San Carlos Park Fire Protection and Rescue Service District	✓			✓	9/30
Sanibel Fire and Rescue District	✓			✓	9/30
South Central Regional Wastewater Treatment and Disposal Board	✓			✓	9/30
South-Dade Venture Development District	✓			✓	9/30
South Indian River Water Control District	✓	✓		✓	9/30
South Trail Fire Protection & Rescue District	✓			✓	9/30
Spring Lake Improvement District	✓			✓	9/30
St. Lucie West Services District	✓		✓	✓	9/30
Sunshine Water Control District	✓			✓	9/30
West Villages Improvement District	✓			✓	9/30
Various Community Development Districts (297)	✓			✓	9/30
TOTAL	332	5	3	327	

ADDITIONAL SERVICES

CONSULTING / MANAGEMENT ADVISORY SERVICES

Grau & Associates also provide a broad range of other management consulting services. Our expertise has been consistently utilized by Governmental and Non-Profit entities throughout Florida. Examples of engagements performed are as follows:

- Accounting systems
- Development of budgets
- Organizational structures
- Financing alternatives
- IT Auditing
- Fixed asset records
- Cost reimbursement
- Indirect cost allocation
- Grant administration and compliance

ARBITRAGE

The federal government has imposed complex rules to restrict the use of tax-exempt financing. Their principal purpose is to eliminate any significant arbitrage incentives in a tax-exempt issue. We have determined the applicability of these requirements and performed the rebate calculations for more than 150 bond issues, including both fixed and variable rate bonds.

73

Current
Arbitrage
Calculations

We look forward to providing Coral Bay of Lee County Community Development District with our resources and experience to accomplish not only those minimum requirements set forth in your Request for Proposal, but to exceed those expectations!

**For even more information on Grau & Associates
please visit us on www.graucpa.com.**

**CORAL BAY OF LEE
COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

7D

CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT

AUDITOR EVALUATION MATRIX

RFP FOR ANNUAL AUDIT SERVICES	ABILITY OF PERSONNEL	PROPOSER'S EXPERIENCE	UNDERSTANDING OF SCOPE OF WORK	ABILITY TO FURNISH REQUIRED SERVICES	PRICE	TOTAL POINTS
PROPOSER	20 POINTS	20 POINTS	20 POINTS	20 POINTS	20 POINTS	100 POINTS
Berger, Toombs, Elam, Gaines & Frank						
Carr, Riggs & Ingram, LLC						
Grau & Associates						

NOTES:

Completed by: _____
Board Member's Signature

Date: _____

Printed Name of Board Member

**CORAL BAY OF LEE
COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

8A

Attn:
CORAL BAY OF LEE COUNTY CDD
2300 GLADES RD
BOCA RATON, FL 33431

REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES
FOR THE CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT
RFQ for Engineering Services

STATE OF FLORIDA COUNTY OF LEE:
Before the undersigned authority personally appeared
Nicole Jawbs, who on oath says that
he or she is a Legal Assistant of the News-Press, a daily
newspaper published at Fort Myers in Lee County, Florida; that
the attached copy of advertisement, being a Legal Ad in the
matter of

The Coral Bay of Lee County Community Development District ("District"), located in the Lee County, Florida, announces that professional engineering services will be required on a continuing basis for the District's stormwater systems, and other public improvements authorized by Chapter 190, Florida Statutes. The engineering firm selected will act in the general capacity of District Engineer and will provide District engineering services, as required.

REQUEST FOR QUALIFICATIONS FOR ENGINEERING
SERVICES FOR THE CORAL BAY OF LEE COUNTY COMMUN
DEVELOPMENT DISTRICT RFQ for Engineering Services The
Coral Bay

Any firm or individual ("Applicant") desiring to provide professional services to the District must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement ("Qualification Statement") of its qualifications and past experience on U.S. General Service Administration's "Architect-Engineer Qualifications, Standard Form No. 330," with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant's professional personnel; b) whether the Applicant is a certified minority business enterprise; c) the Applicant's willingness to meet time and budget requirements; d) the Applicant's past experience and performance, including but not limited to past experience as a District Engineer for any community development districts and past experience in Lee County, Florida; e) the geographic location of the Applicant's headquarters and offices; f) the current and projected workloads of the Applicant; and g) the volume of work previously awarded to the Applicant by the District. Further, each Applicant must identify the specific individual affiliated with the Applicant who would be handling District meetings, construction services, and other engineering tasks.

In the Twentieth Judicial Circuit Court was published in said
newspaper editions dated in the issues of or by publication on
the newspaper's website, if authorized, on :

The District will review all Applicants and will comply with Florida law, including the Consultant's Competitive Negotiations Act, Chapter 287, Florida Statutes ("CCNA"). All Applicants interested must submit electronic copies of Standard Form No. 330 and the Qualification Statement by 12:00 p.m., on March 28, 2022 by email to gillyardd@whhassociates.com ("District Manager's Office").

03/14/2022

The Board shall select and rank the Applicants using the requirements set forth in the CCNA and the evaluation criteria on file with the District Manager, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant.

Affiant further says that the said News-Press is a paper of
general circulation daily in Lee County and published at Fort
Myers, in said Lee County, Florida, and that the said newspaper
has heretofore been continuously published in said Lee County,
Florida each day and has been entered as periodicals matter at
the post office in Fort Myers, in said Lee County, Florida, for a
period of one year next preceding the first publication of the
attached copy of advertisement; and affiant further says that
he or she has never paid nor promised any person, firm or
corporation any discount, rebate, commission or refund for the
purpose of securing this advertisement for publication in said
newspaper editions dated:

The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Sworn to and Subscribed before me this 14th of March 2022,
by legal clerk who is personally known to me.

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager, must be filed in writing, within seventy-two (72) hours (excluding weekends) after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Twenty Thousand Dollars (\$20,000.00).

District Manager
AD# 5171118

March 14, 2022

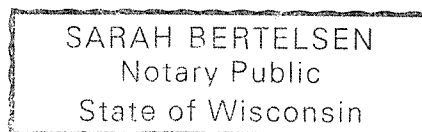
Nicole Jawbs
Affiant

Sarah Bertelsen
Notary State of Wisconsin, County of Brown

7/27/25
My commission expires

of Affidavits 1

This is not an invoice



**CORAL BAY OF LEE
COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

8B

**REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES
FOR THE CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT**

RFQ for Engineering Services

The Coral Bay of Lee County Community Development District (“**District**”), located in the Lee County, Florida, announces that professional engineering services will be required on a continuing basis for the District’s stormwater systems, and other public improvements authorized by Chapter 190, *Florida Statutes*. The engineering firm selected will act in the general capacity of District Engineer and will provide District engineering services, as required.

Any firm or individual (“**Applicant**”) desiring to provide professional services to the District must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement (“**Qualification Statement**”) of its qualifications and past experience on U.S. General Service Administration’s “Architect-Engineer Qualifications, Standard Form No. 330,” with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant’s professional personnel; b) whether the Applicant is a certified minority business enterprise; c) the Applicant’s willingness to meet time and budget requirements; d) the Applicant’s past experience and performance, including but not limited to past experience as a District Engineer for any community development districts and past experience in Lee County, Florida; e) the geographic location of the Applicant’s headquarters and offices; f) the current and projected workloads of the Applicant; and g) the volume of work previously awarded to the Applicant by the District. Further, each Applicant must identify the specific individual affiliated with the Applicant who would be handling District meetings, construction services, and other engineering tasks.

The District will review all Applicants and will comply with Florida law, including the Consultant’s Competitive Negotiations Act, Chapter 287, *Florida Statutes* (“**CCNA**”). All Applicants interested must submit electronic copies of Standard Form No. 330 and the Qualification Statement by 12:00 p.m., on March 28, 2022 by email to gillyardd@whhassociates.com (“**District Manager’s Office**”).

The Board shall select and rank the Applicants using the requirements set forth in the CCNA and the evaluation criteria on file with the District Manager, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant.

The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse

Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager, must be filed in writing, within seventy-two (72) hours (excluding weekends) after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Twenty Thousand Dollars (\$20,000.00).

CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT

DISTRICT ENGINEER PROPOSALS

COMPETITIVE SELECTION CRITERIA

1) Ability and Adequacy of Professional Personnel (Weight: 25 Points)

Consider the capabilities and experience of key personnel within the firm including certification, training, and education; affiliations and memberships with professional organizations; etc.

2) Consultant's Past Performance (Weight: 25 Points)

Past performance for other Community Development Districts in other contracts; amount of experience on similar projects; character, integrity, reputation, of respondent; etc.

3) Geographic Location (Weight: 20 Points)

Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project.

4) Willingness to Meet Time and Budget Requirements (Weight: 15 Points)

Consider the consultant's ability and desire to meet time and budget requirements including rates, staffing levels and past performance on previous projects; etc.

5) Certified Minority Business Enterprise (Weight: 5 Points)

Consider whether the firm is a Certified Minority Business Enterprise. Award either all eligible points or none.

6) Recent, Current and Projected Workloads (Weight: 5 Points)

Consider the recent, current and projected workloads of the firm.

7) Volume of Work Previously Awarded to Consultant by District (Weight: 5 Points)

Consider the desire to diversify the firms that receive work from the District; etc.

**CORAL BAY OF LEE
COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

8C



Professional Engineers, Planners & Land Surveyors

Coral Bay of Lee County Community Development District

Banks Engineering Statement of Qualifications

March 28, 2022



Professional Engineers, Planners & Land Surveyors

LETTER OF INTEREST

March 28, 2022

Wrathell, Hunt & Associates, LLC
Attn: District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Dear District Manager:

Thank you for considering Banks Engineering as the potential District Engineer to perform Professional Services for the **Coral Bay of Lee County Community Development District**. Banks Engineering has extensive experience in the project and are currently designing and permitting the undeveloped portions of the project. We have served as District Engineer for numerous Districts in Southwest Florida, and have successfully completed similar projects with the landowner, District Manager, and finance team.

Once you have had an opportunity to review the information provided, I believe the District will conclude Banks Engineering has the skill, resources and commitment to deliver high quality service and client satisfaction. We at Banks Engineering look forward to the opportunity to work with the District on this project.

Should you have any questions, please do not hesitate to contact me. I look forward to meeting with you soon.

Sincerely,
BANKS ENGINEERING

A handwritten signature in black ink, appearing to read "DR Underhill", written over a white background.

David R. Underhill, Jr., P.E.
Vice President

DRU:jms



Professional Engineers, Planners & Land Surveyors

Coral Bay of Lee County Community Development District

Table of Contents

1. Statement of Qualifications
2. Standard Form 330
3. Key Staff Resumes with Relevant Experience



Professional Engineers, Planners & Land Surveyors

March 28, 2022

Coral Bay of Lee County Community Development District
Attn: Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Reference: Banks Engineering Statement of Qualifications

Dear District Manager:

We are grateful for the opportunity to submit to the Coral Bay of Lee County Community Development District this Statement of Qualifications. Our past experience as engineers and planners of residential communities, combined with our history of establishing and performing professional engineering services for Chapter 190 Community Development Districts makes us highly qualified for the position of District Engineer. The following is a corporate summary introducing you to the scope of professional services we offer.

Banks Engineering, founded in 1992, is a Civil Engineering, Land Planning, and Land Surveying firm offering professional services encompassing all aspects of the land development process. With our corporate headquarters in Fort Myers, Florida, and a branch office located in Port Charlotte we are able to provide our clients with a full range of professional services. Banks Engineering offers experienced professionals with a wealth of local knowledge and expertise. On the Chapter 190 Districts listed below, Banks Engineering provided professional services including site planning, engineering design, plan preparation, technical specification preparation, permitting coordination, construction observation, record drawing preparation and inspection during construction. We also have assisted in the establishment of the Chapter 190 Districts and continue to serve as District Engineers on a majority of them well after resident control.



Most recently, Banks Engineering is working to design and permit for construction the Palermo, Tern Bay and Babcock National projects. These communities are being designed in anticipation of transferring the public infrastructure to their respective CDD's for ownership and maintenance. Banks Engineering is responsible for the infrastructure design including roads, drainage, potable water, and sanitary sewer. Banks Engineering is also responsible for the permitting, construction bid document preparation, and will also oversee the construction and certification of

the improvements once complete.

Chapter 190 Community Development Districts

Community Design Engineer, CDD Establishment and/or District Engineer for the following:

Heritage Palms CDD, Lee County, Florida
Miromar Lakes CDD, Lee County, Florida
Stoneybrook CDD (Estero), Lee County, Florida
Cypress Shadows CDD, Lee County, Florida
Parklands West CDD, Lee County, Florida
Parklands Lee CDD, Lee County, Florida
Cedar Hammock CDD, Collier County, Florida
Beach Road Golf Estates CDD, Lee County, Florida
Heritage Harbour North CDD, Manatee County, Florida
Portofino Falls CDD, Collier County, Florida
Portofino Springs CDD, Lee County, Florida
Portofino Cove CDD, Lee County, Florida
Bonita Landing CDD, Lee County, Florida
Babcock Ranch - Phase 2A, Charlotte County, Florida
East Bonita Beach Road, Lee County, Florida
Palermo, Lee County, Florida

Design, Plan Preparation, Technical Specifications and Permitting Services

Residential and Commercial Site Development Design, Permitting and Inspection
Road and Highway Transportation System Design, Permitting and Inspection
Surface Water Management Design, Permitting and Inspection
Environmental Resource Permitting
Land Development Feasibility Studies
Water, Sewer, and Re-use Utility Design, Permitting and Inspection
Engineering Cost Analysis
Signing and Marking Design
Project Management
Public Involvement and Facilitation
Civil Engineering Design and/or Inspection Services
Community Development District (CDD) Engineering and Continuing Services

Surveying and Mapping

Condominium Exhibits
Boundary and ALTA/ACSM Land Title Surveys
Construction Stakeout
Construction As-built/Record Surveys
Topographic Surveys
Subdivision Platting
Legal Descriptions and Sketches
Jurisdictional Surveys

Bid Specifications

Contract Documents
Bid Tabulations
Technical Specifications
Assistance with Bid Procedures

Construction Administration Services

Assistance with Contractor Selection
Construction Inspection and Testing Observation
Obtain Record Information

Design and Constructability Reviews
Contractor Payment Request Approval
Shop Drawing Reviews
Record Drawing Production
Final Documentation
Prepare and Maintain Records/Logs

Banks Engineering continues to successfully complete projects by fully understanding the interests of our Clients and diligently striving to preserve those interests. We are committed to meeting any requested budget or time requirements. Our experience allows us to provide cost effective solutions for our clients. Our company size allows us to provide the staff needed to meet time constraints. We thank you for the opportunity to provide this letter of introduction. Should you have any questions, need further information or would like to discuss our qualifications, please contact me at your earliest convenience.

Sincerely,
BANKS ENGINEERING

A handwritten signature in black ink, appearing to read 'D. Underhill, Jr.', with a long horizontal flourish extending to the right.

David R. Underhill, Jr., P.E.
Vice President

ARCHITECT-ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

Coral Bay of Lee County Community Development District - Lee County, Florida

2. PUBLIC NOTICE DATE

03/11/2022

3. SOLICITATION OR PROJECT NUMBER

Request for Qualifications of Engineering Services

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

David R. Underhill, Jr., P.E. - Vice President

5. NAME OF FIRM

BEI Engineering Group, Inc. (dba Banks Engineering)

6. TELEPHONE NUMBER

239-939-5490

7. FAX NUMBER

239-939-2523

8. E-MAIL ADDRESS

dunderhill@bankseng.com

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

(Check)				9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V PARTNER	SUBCONTRACTOR			
a.	✓			BEI Engineering Group, Inc. (dba Banks Engineering) <input type="checkbox"/> CHECK IF BRANCH OFFICE	10511 Six Mile Cypress Parkway Fort Myers, Florida 33966	Professional Engineer
b.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

(Attached)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME David R. Underhill, Jr., P.E.	13. ROLE IN THIS CONTRACT Agent	14. YEARS EXPERIENCE	
		a. TOTAL 31	b. WITH CURRENT FIRM 26

15. FIRM NAME AND LOCATION *(City and State)*
BEI Engineering Group, Inc. (dba Banks Engineering)

16. EDUCATION <i>(Degree and Specialization)</i> Resumes are enclosed in the Qualifications Statement herewith.	17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> David R. Underhill, Jr., P.E - FLA P.E. 47029
--	--

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Please see additional information in the Qualifications Statement herewith.

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i> East Bonita Beach Road CDD, Bonita Springs, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i> 2022

a. (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE Check if project performed with current firm
Design, permitting & construction services for infrastructure for 234-acre residential community. Continue to serve as District Engineer.

(1) TITLE AND LOCATION <i>(City and State)</i> Heritage Harbour North CDD, Port Charlotte, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2012-2017	CONSTRUCTION <i>(If applicable)</i> 2017

b. (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE Check if project performed with current firm
Design, permitting & construction services for infrastructure for 2,500-acre residential golf community. Continue to serve as District Engineer.

(1) TITLE AND LOCATION <i>(City and State)</i> Heritage Palms CDD, Fort Myers, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2005	CONSTRUCTION <i>(If applicable)</i> 2005

c. (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE Check if project performed with current firm
Golf community - \$4 million Engineering, Design, Permitting & Construction Services.

(1) TITLE AND LOCATION <i>(City and State)</i> Palermo (aka Crane Landing) CDD, N. Fort Myers, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i> Ongoing

d. (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE Check if project performed with current firm
Design, permitting & construction services for infrastructure for 394-acre residential community. Continue to serve as District Engineer.

(1) TITLE AND LOCATION <i>(City and State)</i> Babcock Ranch Phase 2A CDD, part of Babcock Ranch Community ISD	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2017-2022	CONSTRUCTION <i>(If applicable)</i> 2017-2022

e. (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE Check if project performed with current firm
Design, permitting & construction services for infrastructure for residential golf community. Continue to serve as District Engineer.

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 1
21. TITLE AND LOCATION <i>(City and State)</i> East Bonita Beach Road CDD, Bonita Springs, FL	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2017-2022	CONSTRUCTION <i>(If applicable)</i>

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Forestar	b. POINT OF CONTACT NAME James Ratz	c. POINT OF CONTACT TELEPHONE NUMBER 239-225-2610
-------------------------------------	---	---

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The East Bonita Beach Road CDD is a 234+/- acres residential community. Banks Engineering provided all the design, permitting and engineering services for the project. Banks Engineering serves as District Engineer and was responsible for the preparation of the Engineer's Report and also for the review and inspection of District infrastructure. We also prepared the necessary engineering documents for the transfer of infrastructure for District ownership including: descriptions of the transferred facilities, legal description for easements, review of construction cost/requisitions.

The cost of the project is approximately \$6 million.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a. (1) FIRM NAME BEI Engineering Group, Inc. (dba Banks Engineering)	(2) FIRM LOCATION <i>(City and State)</i> Fort Myers, FL	(3) ROLE Agent
b. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL <i>(From Section E, Block 12)</i>	27. ROLE IN THIS CONTRACT <i>(From Section E, Block 13)</i>	28. EXAMPLE PROJECTS LISTED IN SECTION F <i>(Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)</i>									
		1	2	3	4	5	6	7	8	9	10
David R. Underhill, Jr., P.E.	Project Engineer & Manager	X	X	X							
Samuel W. Marshall, P.E.	Project Engineer & Manager				X				X		X
Richard M. Ritz, R.L.S.	Director of Land Surveying			X	X			X	X	X	X

29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>	NUMBER	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>
1	Beach Road Golf Estates, Bonita Springs, FL	6	Bonita Landing, Bonita Springs, FL
2	Parklands Lee, Bonita Springs, FL	7	Reflection Isles, Fort Myers, FL
3	Cypress Shadows, Estero, FL	8	Stoneybrook Golf & Country Club, Estero, FL
4	Heritage Palms, Fort Myers, FL	9	Parklands West, Bonita Springs, FL
5	Bonita National, Bonita Springs, FL	10	Cedar Hammock, Naples, FL

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

Banks Engineering is a Civil Engineering firm offering professional services encompassing all aspects of the land development process.

Banks Engineering provides a wide-range of resources beginning with the design process and continuing through the projects construction. Following is a list of valuable resources that make up Banks ability to deliver high quality service and complete commitment to client satisfaction.

1. Professional, Experienced and Licensed Engineers, Planners and Surveyors
2. Extensive Computer Aided Drafting & Design (CAD) Stations and Technicians
3. Permit Technicians with experience in all aspects of the project's permitting process
4. Station Survey Components, G.P.S. Complete Survey Stations, 4-Wheel Drive Survey Vehicles, and excellent Field Crews.

All of the staff at Banks Engineering takes great pride in his/or her work. While taking advantage of Banks' numerous resources, we also have excellent working relationships with the many other companies that encompass the Engineering process, that are crucial to the successful completion of our projects.

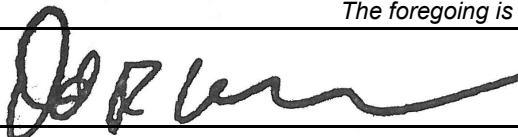
We are committed to meeting any requested budget or time requirements. Our experience allows us to provide cost effective solutions for our clients. Our company size allows us to provide the staff needed to meet time constraints.

Please see additional information in the LOI & Professional Qualifications Statement herewith.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE



32. DATE

3/28/2022

33. NAME AND TITLE

David R. Underhill, Jr. - Vice President



DAVID R. UNDERHILL, P.E.

Vice President, Project Manager

PROFESSIONAL SUMMARY

Dave is a civil engineer with Banks Engineering and has over twenty-three (23) years of civil engineering design and management for a wide range of projects located in Southwest Florida. He received a Bachelor of Science Degree in Civil Engineering from The University of Florida and is a registered Professional Engineer in the state of Florida. Dave has comprehensive experience in the design, permitting and construction of a large range of land development projects. His diverse portfolio includes industrial, commercial, residential, transportation, and utility projects. His clients include government agencies and private developers. As a Civil Engineer and a Vice President of Banks Engineering, Dave is responsible for managing the design, production, permitting and client coordination from preliminary project planning through completion of the project. In addition, his contributions include managing the project budget and ensuring adherence to the project schedule.

ACADEMIC EDUCATION

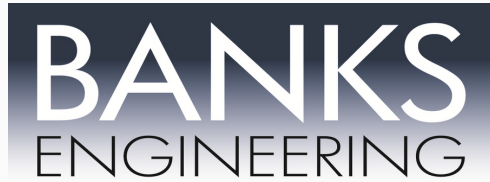
University of Florida, Gainesville, Florida; 1988
Bachelor of Science, Civil Engineering

PROFESSIONAL REGISTRATIONS/AFFILIATIONS

Professional Engineer, State of Florida
License Number 47029

CONTACT INFORMATION

Phone: 239-939-5490
Fax: 239-939-2523
Email: dunderhill@bankseng.com



Professional Engineers, Planners & Land Surveyors

PROJECT EXPERIENCE

RESIDENTIAL AND MIXED-USE DEVELOPMENTS:

- **Bonita National - Bonita Springs, Florida**
486-acre, 1,459-unit, single-family and multi-family residential development in Bonita Springs, Florida. The project includes the easterly 2 miles of Bonita Beach Road. Two roundabouts are present, one internal and one external to the Bonita National Project.
- **Preserve at Corkscrew - Lee County, Florida**
300-acre, 450-unit residential development on Corkscrew Road. The project includes a turn lane at the project entrance and approximately 1/2 mile of multi-use path along Corkscrew Road that was constructed and dedicated to Lee County.

PUBLIC PRIVATE PARTNERSHIP:

- **Bonita Beach Road - Bonita Springs, Florida**
Responsible for the design, permitting and construction coordination for the eastern 4 miles of Bonita Beach Road from Worthington to Bonita National. The roadway was originally designed as a 2 lane corridor and later converted to 4 lanes. This roadway was constructed by the various developments fronting the roadway.
- **Logan Road - Collier County, Florida**
Responsible for the design, permitting and construction coordination for the northern 1.1 miles of Logan Blvd. north of Immokalee Road. The roadway is completed and owned and maintained by Collier County.
- **Bonita Fire Station #23 - Bonita Springs, Florida**
Design, permitting and construction of a new fire station on Bonita Beach Road.

COMMERCIAL AND MIXED-USE:

- **Liberty Health Park - Cape Coral, Florida**
28-acre mixed use development including 3 commercial parcels and 280 apartment units. The project includes widening and turn lanes on NE 23rd Terrace at the Pine Island Road intersection and at the project entrance. Also included are turn lanes and intersection improvements on Pine Island Road along with the signalization of the intersection by FDOT. The project is a partnership between the developer, FDOT and the City of Cape Coral.
- **Grand Central - Fort Myers, Florida**
25-acre mixed use development with 280 apartments and 3 commercial out parcels. Design, permitting and construction coordination for the development of the project. The project included the re-spacing of the existing driveways with left and right turn lane improvements on US 41.

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Port Charlotte, Florida 33952
Phone: 941-625-1165 | Fax: 941-625-1149



SAMUEL W. MARSHALL, P.E.

Vice President

PROFESSIONAL SUMMARY

Mr. Marshall is a Civil Engineer with Banks Engineering and has over thirty (30) years of experience in Southwest Florida. He received a Bachelor of Science Degree in Civil Engineering from the University of Florida and is a registered Professional Engineer in the State of Florida. Mr. Marshall has comprehensive experience in the design, permitting, and construction of a large range of land development projects. His diverse portfolio includes industrial, commercial, multi-family and single-family residential, and mixed-use projects. His clients include government agencies and private developers. As a Civil Engineer and a Vice President of Banks Engineering, Mr. Marshall is responsible for managing the design, production, permitting, and client coordination from preliminary project planning through completion of the project. In addition, his contributions include managing the project budget and ensuring adherence to the project schedule.

ACADEMIC EDUCATION

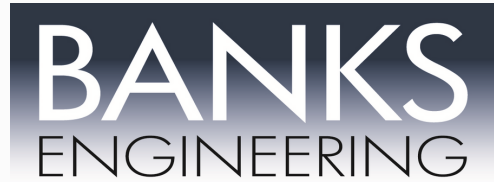
University of Florida, Gainesville, Florida; 1990
Bachelor of Science; Civil Engineering

PROFESSIONAL REGISTRATIONS/AFFILIATIONS

Professional Engineer, State of Florida
License Number 48881

CONTACT INFORMATION

Phone: 239-939-5490
Fax: 239-939-2523
Email: smarshall@bankseng.com



Professional Engineers, Planners & Land Surveyors

PROJECT EXPERIENCE

DRAINAGE STUDIES AND DEVELOPMENT DESIGN

- **Drainage Study and Design for 1200+ Acre Miromar Lakes Property bounded by I-75 and bisected by Ben Hill Griffin Parkway -**

Banks Engineering completed the conceptual storm water design and permitted it through the SFWMD, and completed the backbone water management system and first several phases of construction from design and permitting through construction certification. The storm water system flowed through the Ben Hill Griffin Parkway right-of-way and ultimately discharged into the I-75 right-of-way. Banks Engineering was also the Engineer of Record for the Chapter 190 Community Development District responsible for developing and certifying construction costs used to obtain bonds to fund infrastructure development.

- **Popash Creek and Bayshore Creek Drainage Study -**

Banks Engineering performed a study of the twelve (12) square mile Popash and Bayshore Creek drainage basins including Pritchett Parkway (Lee County Collector Road), privately maintained paved and unpaved roads and agricultural lands. Banks Engineering utilized both ICPR and HEC-RAS drainage modeling programs to determine that proposed County drainage improvements to the creeks would not cause adverse impacts on upstream or downstream lands. Banks Engineering partnered with Lee County to file a protest with FEMA during the re-mapping of Floodways over Popash and Bayshore Creeks. The Banks Engineering hydraulic models were approved by FEMA's consultant and the floodway mapping generated by Banks Engineering was adopted by FEMA. For each agency (County, SFWMD and FEMA) the modeling criteria were different. Banks Engineering was able to work with and meet each agency's criteria to gain their approval.

- **Drainage Study and Design for 1,600+ Acre Heritage Lakes Property within the Six Mile Slough, Billy's Creek and Orange River Drainage Basins -**

Drainage study of this property adjacent to I-75 and SR-82 to facilitate drainage discharges to those facilities and to allow access connection of a mixed-use development to SR-82. The 1,600+ acre property is within three difference drainage basins, including being the headwater tributary to the Six Mile Slough Preserve. Banks Engineering participated in the annexation of the site into the City of Fort Myers, a large scale comprehensive plan amendment and design and approval of the water management system through the SFWMD.

- **Drainage, Water, Sewer & Roadway Master Planning, Engineering Design, Permitting and Construction Services for Multi-Phase Developments -**

Including Heritage Palms, a 820 acre residential community located in the City of Fort Myers and North Brook, a 745 acre residential community located in North Fort Myers.

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RICHARD M. RITZ, R.L.S.

Vice President, Director of Surveying

PROFESSIONAL SUMMARY

Rick is a Registered Land Surveyor with forty-seven (47) years of experience in Southwest Florida. He has coordinated the field surveying and office mapping of design surveys for many large developments. Rick has extensive experience in the production of ALTA/ACSM Land Title Surveys, Condominium Exhibits, Record Plats, Topographic and Jurisdictional Surveys, as well as Coastal Construction Permitting. He has managed the construction staking for projects from small commercial projects to developments in excess of 1000 acres and improvements within public rights-of-way. As Vice President and Director of Surveying of Banks Engineering, Rick is responsible for the oversight of the company's survey operations.

ACADEMIC EDUCATION

Overlea High School, Baltimore, Maryland, 1970
High School Diploma

PROFESSIONAL REGISTRATIONS/AFFILIATIONS

- Professional Surveyor, State of Florida
Certificate Number 4009
- Member, Florida Surveying & Mapping Society (FSMS)
- President, Collier-Lee Chapter FSMS (2006-2007)
- Vice-President, Collier-Lee Chapter FSMS (2005-2006)
- Secretary, Collier-Lee Chapter FSMS (2004-2005)
- Florida Surveying & Mapping Society Chapter
President of the Year (2006-2007)
- Director, Florida Surveying & Mapping Society (2009-2016)
- FSMS Director of the Year (2012-2014)

CONTACT INFORMATION

Phone: 239-939-5490
Fax: 239-939-2523
Email: rritz@bankseng.com



Professional Engineers, Planners & Land Surveyors

PROJECT EXPERIENCE

ROADWAY PROJECTS

- **I-75 - Charlotte County, Florida**
Improvements within the right-of-way including storm drainage and road widening.
- **I-75/SR 82 - Lee County, Florida**
Improvements within the right-of-way including drainage, waterline, and road widening.
- **Daniels Road Improvements - Lee County, Florida**
Chamberlin Parkway to Gateway Boulevard improvements within the right-of-way including waterline, storm drainage, sidewalks, and road widening
- **Plantation Road Extension - Fort Myers, Florida**
Prepare route survey of the 1.2 mile road extension. Prepare topographic survey for design purposes. Prepare legal descriptions and sketches for right-of-way takings. Provide oversight for the roadway and utility construction and as-builts.

RESIDENTIAL PROJECTS

- **Heritage Palms - Fort Myers, Florida**
Prepare boundary survey of 820 acre parcel for acquisition. Establish aerial target control network for photogrammetric topographic survey. Provide supplemental topographic data for engineering design purposes. Provide oversight for the construction staking of the infrastructure, along with the preparation of subdivision plats, condominium exhibits and legal descriptions.
- **Preserve at Corkscrew - Lee County, Florida**
300-acre, 450-unit residential development on Corkscrew Road. The project includes a turn lane at the project entrance and approximately 1/2 mile of multi-use path along Corkscrew Road that was constructed and dedicated to Lee County.
- **Stoneybrook North - Lee County, Florida**
Prepare ALTA/ACSM Land Title Survey for 741-acre parcel for acquisition. Establish aerial target control network for photogrammetric topographic survey. Provide supplemental topographic data for engineering design purposes. Preparation of subdivision plat and legal descriptions. Oversight of field crews in obtaining topographic data in both Bayshore and Popash Creek watersheds for remapping the proposed FEMA floodway and floodplain limits.

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**CORAL BAY OF LEE
COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

8D

Coral Bay of Lee County Community Development District
Request for Qualifications – District Engineering Services

Competitive Selection Criteria

	Ability and Adequacy of Professional Personnel	Consultant's Past Performance	Geographic Location	Willingness to Meet Time and Budget Requirements	Certified Minority Business Enterprise	Recent, Current and Projected Workloads	Volume of Work Previously Awarded to Consultant by District	TOTAL SCORE
<i>weight factor</i>	25	25	20	15	5	5	5	100
NAME OF RESPONDENT								
1 Banks Engineering, Inc.								

 Board Member's Signature

 Date

**CORAL BAY OF LEE
COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

9A

ACQUISITION AGREEMENT

THIS ACQUISITION AGREEMENT (“Agreement”) is made and entered into, by and between:

FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation, with an address of 2221 E. Lamar Blvd., Suite 790, Arlington, Texas 76006 (“**Developer**”), and

CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”).

RECITALS

WHEREAS, the District was established by ordinance enacted by the Board of County Commissioners of Lee 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 Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, and acquiring certain infrastructure, roadways, stormwater management, utilities (water & sewer), offsite improvements, landscaping/lighting, and other infrastructure within or without the boundaries of the District; and

WHEREAS, the Developer is the owner of lands within the boundaries of the District; and

WHEREAS, the District presently intends to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services known as the “**Project**” and as detailed in the *Engineer’s Report*, dated _____, 2022 (“**Engineer’s Report**”), attached to this Agreement as **Exhibit A**; and

WHEREAS, the District intends to finance all or a portion of the Project through the use of proceeds from future special assessment bonds (“**Bonds**”); and

WHEREAS, the District has not had sufficient monies on hand to allow the District to contract directly for: (i) the preparation of the surveys, testing, reports, drawings, plans, permits, specifications, and related documents necessary to complete the Project (“**Work Product**”); or (ii) construction and/or installation of the improvements comprising the Project (“**Improvements**”); and

WHEREAS, the District acknowledges the Developer’s need to commence development of the lands within the District in an expeditious and timely manner; and

WHEREAS, in order to avoid a delay in the commencement of the development of the Work Product and/or the Improvements, the Developer has funded, commenced, and completed and/or will complete certain of the Work Product and/or Improvements; and

WHEREAS, the Developer and the District are entering into this Agreement to set forth the process by which the District may acquire the Work Product, the Improvements, and any related real

property interests (“**Real Property**”) and in order to ensure the timely provision of the infrastructure and development.

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

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated as a material part of this Agreement.

2. WORK PRODUCT AND IMPROVEMENTS. The parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date or dates as the parties may jointly agree upon (each, an “**Acquisition Date**”). Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), and the requirements of this Agreement, the District agrees to acquire completed Work Product and Improvements that are part of the Project.

- a. **Request for Conveyance and Supporting Documentation** – When Work Product or Improvements are ready for conveyance by the Developer to the District, the Developer shall notify the District in writing, describing the nature of the Work Product and/or Improvement and estimated cost. Additionally, Developer agrees to provide, at or prior to the applicable Acquisition Date, the following: (i) documentation of actual costs paid, (ii) instruments of conveyance such as bills of sale or such other instruments as may be requested by the District, and (iii) any other releases, warranties, indemnifications or documentation as may be reasonably requested by the District.
- b. **Costs** – Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), the availability of proceeds from the Bonds, and the requirements of this Agreement, the District shall pay the lesser of (i) the actual cost of creation/construction of the Work Product or Improvements, and (ii) the fair market value of the Work Product or Improvements. The Developer shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Developer for any Work Product and/or Improvements. The District Engineer shall review all evidence of cost and shall certify to the District’s Board of Supervisors (“**Board**”) whether the cost being paid is the lesser of (i) the actual cost of creation/construction of the Work Product or Improvements, and (ii) the fair market value of the Work Product or Improvements. The District Engineer’s opinion as to cost shall be set forth in an Engineer’s Certificate which shall accompany the requisition for the funds from the District’s Trustee for the Bonds (“**Trustee**”).
- c. **Conveyances on “As Is” Basis.** Unless otherwise agreed, all conveyances of Work Product and/or Improvements shall be on an “as is” basis. That said, the Developer agrees to assign, transfer and convey to the District any and all rights the Developer may have against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

- d. **Right to Rely on Work Product and Releases** – The Developer agrees to release to the District all right, title, and interest which the Developer may have in and to any Work Product conveyed hereunder, as well as all common law, statutory, and other reserved rights, including all warranties and copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised. To the extent determined necessary by the District, the Developer shall reasonably obtain all releases from any professional providing services in connection with the Work Product to enable the District to use and rely upon the Work Product. The District agrees to allow the Developer access to and use of the Work Product without the payment of any fee by the Developer. However, to the extent the Developer’s access to and use of the Work Product causes the District to incur any cost or expense, such as copying costs, the Developer agrees to pay such cost or expense.

- e. **Transfers to Third Party Governments; Payment for Transferred Property** – If any item acquired is to be conveyed to a third-party governmental body, then the Developer agrees to cooperate and provide such certifications, documents, bonds, warranties, and/or forms of security as may be required by that governmental body, if any. Further, the Developer shall make reasonable efforts to first transfer such Work Product and/or Improvements to the District pursuant to the terms of this Agreement, and prior to the transfer of such Work Product and/or Improvements to the third-party governmental entity. Regardless, and subject to the terms of this Agreement, any transfer, dedication, conveyance or assignment of such Work Product and/or Improvements directly to a third-party governmental entity prior to the District’s acquisition of the Work Product and/or Improvements shall be deemed a transfer to the District of such Work Product and/or Improvements and then a re-transfer to the third party governmental entity.

- f. **Permits** – The Developer agrees to cooperate fully in the transfer of any permits to the District or a governmental entity with maintenance obligations for any Improvements conveyed pursuant to this Agreement.

- g. **Engineer’s Certification** – The District shall accept any completed Work Product and/or Improvements where the District Engineer (or other consulting engineer reasonably acceptable to the District), in his/her professional opinion, is able to certify that, in addition to any other requirements of law: (i) the Work Product and/or Improvements are part of the Project; (ii) the price for such Work Product and/or Improvements did not exceed the lesser of the cost of creating the Work Product and/or Improvements or the fair market value of the Work Product and/or Improvements; (iii) as to Work Product, the Work Product is capable of being used for the purposes intended by the District, and, as to any Improvements, the Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended; and (iv) as to any Improvements, all known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the

District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

3. CONVEYANCE OF REAL PROPERTY. The Developer agrees that it will convey to the District at or prior to the applicable Acquisition Date as determined solely by the District, by a special warranty deed or other instrument acceptable to the Board together with a metes and bounds or other description, the Real Property upon which any Improvements are constructed or which are necessary for the operation and maintenance of, and access to, the Improvements.

- a. **Cost.** The parties agree that all Real Property shall be provided to the District at no cost, unless (i) the costs for the Real Property are expressly included as part of the Project, as described in the Engineer's Report, and (ii) the purchase price for the Real Property is the lesser of the appraised value of the Real Property, based on an appraisal obtained by the District for this purpose, or the cost basis of the Real Property to the Developer.
- b. **Fee Title and Other Interests** – The District may determine in its reasonable discretion that fee title for Real Property is not necessary and in such cases shall accept such other interest in the lands upon which the Improvements are constructed as the District deems acceptable.
- c. **Developer Reservation** – Any conveyance of Real Property hereunder by special warranty deed or other instrument shall be subject to a reservation by Developer of its right and privilege to use the area conveyed to construct any Improvements and any future improvements to such area for any related purposes (including, but not limited to, construction traffic relating to the construction of the Development) not inconsistent with the District's use, occupation or enjoyment thereof.
- d. **Fees, Taxes, Title Insurance** – The Developer shall pay the cost for recording fees and documentary stamps required, if any, for the conveyance of the lands upon which the Improvements are constructed. The Developer shall be responsible for all taxes and assessments levied on the lands upon which the Improvements are constructed until such time as the Developer conveys all said lands to the District. At the time of conveyance, the Developer shall provide, at its expense, an owner's title insurance policy or other evidence of title in a form satisfactory to the District.
- e. **Boundary Adjustments** – Developer and the District agree that reasonable future boundary adjustments may be made as deemed necessary by both parties in order to accurately describe lands conveyed to the District and lands which remain in Developer's ownership. The parties agree that any land transfers made to accommodate such adjustments shall be accomplished by donation. However, the party requesting such adjustment shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other costs. Developer agrees that if a court or other governmental entity determines that a re-platting of the lands within the District is necessary, Developer shall pay all costs and expenses associated with such actions.

4. TAXES, ASSESSMENTS, AND COSTS.

- a. **Taxes and Assessments on Property Being Acquired.** The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Developer agrees to place in escrow with the County tax collector an amount equal to the current ad valorem taxes and non-ad valorem assessments (with the exception of those ad valorem taxes and non-ad valorem assessments levied by the District) prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.
- i. If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Developer agrees to reimburse the District for payment, or pay on its behalf, any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed.
 - ii. Nothing in this Agreement shall prevent the District from asserting any rights to challenge any taxes or assessments imposed, if any, on any property of the District.
- b. **Notice.** The parties agree to provide notice to the other within thirty (30) calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement, or notice of any other taxes, assessments, or costs imposed on the property acquired by the District as described in subsection a. above. The Developer covenants to make any payments due hereunder in a timely manner in accord with Florida law. In the event that the Developer fails to make timely payment of any such taxes, assessments, or costs, the Developer acknowledges the District's right to make such payment. If the District makes such payment, the Developer agrees to reimburse the District within thirty (30) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at the maximum rate allowed by law from the date of the payment made by the District.
- c. **Tax liability not created.** Nothing herein is intended to create or shall create any new or additional tax liability on behalf of the Developer or the District. Furthermore, the parties reserve all respective rights to challenge, pay under protest, contest or litigate the imposition of any tax, assessment, or cost in good faith they believe is unlawfully or inequitably imposed and agree to cooperate in good faith in the challenge of any such imposition.

5. **ACQUISITIONS AND BOND PROCEEDS.** The District may in the future, and in its sole discretion, elect to issue Bonds that may be used to finance portions of work acquired hereunder. In the event that the District issues the Bonds and has bond proceeds available to pay for any portion of the Project acquired by the District, and subject to the terms of the applicable documents relating to the Bonds, then the District shall promptly make payment for any such acquired Work Product, Improvements or Real Property, pursuant to the terms of this Agreement; provided, however, that no

such obligation shall exist where the Developer is in default on the payment of any debt service assessments due on any property owned by the Developer, or is in default under any agreements between the Developer and the District, or, further, in the event the District's bond counsel determines that any such acquisitions are not properly compensable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing. Interest shall not accrue on any amounts owed for any prior acquisitions. Unless otherwise provided in an applicable trust indenture, and in the event the District does not or cannot issue sufficient bonds within five (5) years from the date of this Agreement to pay for all acquisitions hereunder, and, thus does not make payment to the Developer for any unfunded acquisitions, then the parties agree that the District shall have no payment or reimbursement obligation whatsoever for those unfunded acquisitions. The Developer acknowledges that the District may convey some or all of the Work Product and/or Improvements described in the Engineer's Report to a general purpose unit of local government (e.g., the County) and consents to the District's conveyance of such Work Product and/or Improvements prior to any payment being made by the District.

6. CONTRIBUTIONS. In connection with the issuance of the Bonds, the District will levy debt service special assessments to secure the repayment of Bonds. As described in more detail in the District's applicable assessment reports ("**Assessment Report**"), and prior to the issuance of the Bonds, the Developer may request that such debt service special assessments be reduced for certain product types. To accomplish any such requested reduction, and pursuant to the terms of this Agreement, the Developer agrees to provide a contribution of Improvements, Work Product and/or Real Property based on appraised value, comprising a portion of the Project and to meet the minimum requirements set forth in the Assessment Report, if any. Any such contributions shall not be eligible for payment by the District hereunder.

7. IMPACT FEE CREDITS. [RESERVED.]

8. UTILITY CONNECTION FEES. [RESERVED.]

9. DEFAULT. 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 and/or specific performance. Any default under an applicable trust indenture for the Bonds caused by the Developer and/or its affiliates shall be a default hereunder, and the District shall have no obligation to fund the Project in the event of such a default. Notwithstanding the foregoing, neither the District nor the Developer shall be liable for any consequential, special, indirect or punitive damages due to a default hereunder. Prior to commencing any action for a default hereunder, the party seeking to commence such action shall first provide written notice to the defaulting party of the default and an opportunity to cure such default within 30 days.

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

11. 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 Developer.

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

13. 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, 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 Developer may deliver Notice on behalf of the District and the Developer, 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.

14. ARM’S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Developer as an arm’s length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Developer.

15. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Developer 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 Developer 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 Developer and their respective representatives, successors, and assigns.

Notwithstanding the foregoing, the Trustee, acting at the direction of the Majority Owners of the Bonds, shall have the right to directly enforce the provisions of this Agreement. The Trustee shall not be deemed to have assumed any obligations under this Agreement. This Agreement may not be assigned or materially amended, and the Project may not be materially amended, without the written consent of the Trustee, acting at the direction of the Majority Owners of the Bonds, which consent shall not be unreasonably withheld.

16. ASSIGNMENT. Neither the District nor the Developer may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

17. 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. Each party

consents that the venue for any litigation arising out of or related to this Agreement shall be in the County in which the District is located.

18. PUBLIC RECORDS. The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

19. 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.

20. 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 law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

21. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

22. 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. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[THIS SPACE INTENTIONALLY LEFT BLANK]

WHEREFORE, the parties below execute the *Acquisition Agreement* to be effective as of the ____ day of _____, 2022.

**CORAL BAY OF LEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Its: Chairperson

FORESTAR (USA) REAL ESTATE GROUP INC.

By: _____
Its: _____

Exhibit A: *Engineer's Report*, dated _____, 2022

**CORAL BAY OF LEE
COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

9B

Upon recording, this instrument should be returned to:

(This space reserved for Clerk)

KE Law Group, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, FL 32303

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT (“Agreement”) is made and entered into to be effective the ____ day of _____, 2022, and by and between:

FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation, with a mailing address of 4042 Park Oaks Drive, Suite 200, Tampa, Florida 33610 (**“Developer”** or **“Grantor”**); and

CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Lee County, Florida, and whose address is c/o Wrathell, Hunt & Associates, LLC 2300 Glades Road, suite 410W, Boca Raton, Florida 33431 (**“District”**, or **“Grantee,”** and together with the Grantor, **“Parties”**); and

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes*, as amended (**“Act”**), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain certain systems, facilities, and basic infrastructure and other infrastructure improvements within or without the boundaries of the District; and

WHEREAS, the Grantor is the owner in fee simple of certain real property located in Lee County, Florida, lying within the boundaries of the District including those certain parcels of land lying more particularly described in **Exhibit “A”** attached hereto and incorporated herein by this reference (**“Easement Area”**); and

WHEREAS, Grantee has requested that the Grantor grant to Grantee a construction and maintenance easement over the Easement Area for the construction and installation of certain infrastructure improvements (**“Improvements”**) set forth in the Grantee’s improvement plan, and the Grantor is agreeable to granting such an easement on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement Agreement.

2. **EASEMENT; AUTOMATIC TERMINATION.** The Grantor hereby grants to Grantee a non-exclusive easement over, upon, under, through, and across the Easement Area for ingress and egress for the construction, installation, maintenance, repair and replacement of the Improvements ("**Easement**"). Grantee shall use all due care to protect the Easement Area and adjoining property from damage resulting from Grantee's use of the Easement Area. The Easement shall terminate automatically with respect to any lands comprising a portion of the Easement Area upon the first to occur of either: (1) date of the recording of a plat of such lands as residential lots, or (2) date of conveyance of such lands to the District or another governmental entity.

3. **DAMAGE.** In the event that Grantee, its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives cause damage to the Easement Area or to adjacent property or improvements in the exercise of the easement rights granted herein, Grantee, at Grantee's sole cost and expense, agrees to promptly commence and diligently pursue the restoration of the same and the improvements so damaged to, as nearly as practical, the original condition and grade, including, without limitation, repair and replacement of any landscaping, hardscaping, plantings, ground cover, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines, stormwater facilities, pumping facilities, pumps and other structures or improvements of any kind.

4. **INSURANCE.** Grantee and/or any contractors performing work for Grantee on the Easement Area shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming Grantor, and its employees and representatives, as insureds, as their interests may appear in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage.

5. **INDEMNITY.** To the extent permitted by law, but without waiving any sovereign immunity protection or other limits on liability afforded by law, Grantee shall indemnify and hold harmless Grantor, and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, "**Indemnitees**"), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees which arise out of any of the activities referred to under the terms of this Easement Agreement or use of the Easement Area by Grantee, its successors, assigns, agents, employees, contractors (including but not limited to subcontractors, materialmen, etc.), officers, invitees, or representatives, including but not limited to loss of life, injury to persons or damage to, or destruction or theft of property.

6. **SOVEREIGN IMMUNITY.** Grantee agrees that nothing contained in this Easement Agreement shall constitute or be construed as a waiver of Grantor's limitations on liability set forth in Section 768.28, *Florida Statutes*, and other applicable law.

7. **LIENS.** Grantee shall not permit (and shall promptly satisfy) any construction, mechanic's lien or encumbrance against the Easement Area or other Grantor property in connection with the exercise of its rights hereunder.

8. **EXERCISE OF RIGHTS.** The rights and Easement created by this Easement Agreement are subject to the following provisions:

(a) Grantee shall install the Improvements in a sound, professional manner and shall have sole responsibility for obtaining any necessary permits or regulatory approvals for the Improvements installation. Any rights granted hereunder shall be exercised by Grantee only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. Grantee shall not discharge into or within the Easement Area any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulation or permit, except in accordance with such laws, ordinances, rules, regulations and permits.

(b) Grantor makes no representation that the Easement Area is suitable for installation of the Improvements. Grantee acknowledges that there are or may be existing facilities located within the Easement Area. Grantee shall not interfere with or cause interruption in the day to day operation of all existing facilities in the Easement Area.

(c) Nothing herein shall be construed to limit in any way Grantor's rights to (i) construct and maintain in the Easement Area any structures or other improvements that do not materially interfere with the use or enjoyment of the Easement granted herein for the purposes for which they are created as contemplated herein, or (ii) to use the Easement Area, or allow the use of the Easement Area by others, in common with Grantee, its successors and assigns.

9. **DEFAULT.** A default by the Grantor or Grantee under this Easement 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 actual damages, injunctive relief, and specific performance.

10. **ENFORCEMENT.** In the event that the Grantor or Grantee seeks to enforce this Easement Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

11. **NOTICES.** All notices, requests, consents, and other communications hereunder ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied or hand delivered to the parties, at the addresses first set forth above. Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address or telecopy number set forth herein. If mailed as provided above, Notices shall be deemed delivered on the third business day unless actually received earlier. Notices hand 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 parties may deliver Notice on behalf of the parties. 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, address or telecopy number to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein. Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of assessments placed on property by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

12. **THIRD PARTIES.** This Easement Agreement is solely for the benefit of the Grantor and Grantee, 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 Easement Agreement. Nothing in this Easement Agreement expressed or implied is intended or shall be construed to confer upon any person, corporation, or entity other than the Grantor and Grantee any right, remedy, or claim under or by reason of this Easement Agreement or any of the provisions or conditions of this Easement Agreement. The Grantor shall be solely responsible for enforcing its rights under this Easement Agreement against any interfering third party. Nothing contained in this Easement Agreement shall limit or impair the Grantor's right to protect its rights from interference by a third party.

13. **ASSIGNMENT.** Neither of the Parties hereto may assign, transfer, or license all or any portion of its rights under this Easement Agreement without the prior written consent of the other party. Any purported assignment, transfer, or license by one of the Parties absent the written consent of the other party shall be void and unenforceable.

14. **CONTROLLING LAW; VENUE.** This Easement Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree and consent to venue in Lee County, Florida, for the resolution of any dispute, whether brought in or out of court, arising out of this Easement Agreement.

15. **PUBLIC RECORDS.** All documents of any kind provided in connection with this Easement Agreement are public records and are treated as such in accordance with Florida law.

16. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions or part of a provision of this Easement Agreement shall not affect the validity or enforceability of the remaining provisions of this Easement Agreement or any part of this Easement Agreement not held to be invalid or unenforceable.

17. **BINDING EFFECT.** This Easement Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, transferees, and/or licensees.

18. **AUTHORIZATION.** By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, that the respective Parties have complied with all the requirements of law, and they have full power and authority to comply with the terms and provisions of this instrument.

19. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by both the Grantor and Grantee.

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

21. **EFFECTIVE DATE.** The Effective Date of this Easement Agreement shall be the date first written above.

22. **COUNTERPARTS.** This Easement Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Grantor and Grantee caused this Easement Agreement to be executed, to be effective as of the day and year first written above.

WITNESS

CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2022, by _____ of _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

WHEREFORE, the part(ies) below execute this Easement Agreement.

WITNESS

FORESTAR (USA) REAL ESTATE GROUP INC.

By: _____
Name: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2022, by _____ of _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as
Commissioned)

EXHIBIT A



Professional Engineers, Planners & Land Surveyors

DESCRIPTION
OF A PARCEL OF LAND LYING IN
SECTION 28, TOWNSHIP 43 SOUTH, RANGE 24 EAST,
LEE COUNTY, FLORIDA.

A TRACT OF PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 28 TOWNSHIP 43 SOUTH, RANGE 24 EAST, BEING FURTHER BOUND AND DESCRIBED AS FOLLOWS:

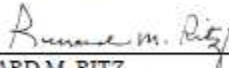
BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE ALONG THE QUARTER SECTION LINE S 89°44'52" W A DISTANCE OF 3921.74 FEET, ALONG THE QUARTER SECTION LINE; THENCE N 00°07'52" W A DISTANCE OF 1595.37 FEET; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 1488.47 FEET, WITH A RADIUS OF 1080.00 FEET, WITH A DELTA ANGLE 78°57'57", WITH A CHORD BEARING OF N 38°04'01" E, WITH A CHORD LENGTH OF 1373.43 FEET; THENCE N 88°35'04" E A DISTANCE OF 424.31 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE CONTINUE ALONG THE QUARTER SECTION LINE S 89°49'26" E A DISTANCE OF 2426.56 FEET TO THE WESTERLY RIGHT OF WAY OF DE NAVARRA PARKWAY AS RECORDED IN INSTRUMENT NUMBER 2013000219305; THENCE S 00°10'50" W A DISTANCE OF 399.21 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 332.83 FEET, WITH A RADIUS OF 886.30 FEET, WITH A DELTA ANGLE 21°30'59", WITH A CHORD BEARING OF S 10°18'02" W, WITH A CHORD LENGTH OF 330.88 FEET; THENCE WITH A COMPOUND CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 69.03 FEET, WITH A RADIUS OF 99.04 FEET, WITH A DELTA ANGLE 39°56'06", WITH A CHORD BEARING OF S 49°22'04" W, WITH A CHORD LENGTH OF 67.64 FEET; THENCE S 66°12'28" W A DISTANCE OF 27.74 FEET; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 57.30 FEET, WITH A RADIUS OF 105.50 FEET, WITH A DELTA ANGLE 31°07'13", WITH A CHORD BEARING OF S 49°07'37" W, WITH A CHORD LENGTH OF 56.60 FEET; THENCE S 33°34'00" W A DISTANCE OF 84.60 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH ARC LENGTH OF 204.58 FEET, WITH A RADIUS OF 950.22 FEET, WITH A DELTA ANGLE 12°20'09", WITH A CHORD BEARING OF S 39°44'05" W, WITH A CHORD LENGTH OF 204.19 FEET; THENCE S 40°23'04" E A DISTANCE OF 100.19 FEET; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 128.22 FEET, WITH A RADIUS OF 1050.22 FEET, WITH A DELTA ANGLE 06°59'43", WITH A CHORD BEARING OF N 42°45'33" E, WITH A CHORD LENGTH OF 128.14 FEET; THENCE WITH A REVERSE CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 129.61 FEET, WITH A RADIUS OF 125.00 FEET, WITH A DELTA ANGLE 59°24'30", WITH A CHORD BEARING OF N 68°57'56" E, WITH A CHORD LENGTH OF 123.88 FEET; THENCE WITH A COMPOUND CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 141.60 FEET, WITH A RADIUS OF 1274.50 FEET, WITH A DELTA ANGLE 06°21'56", WITH A CHORD BEARING OF S 78°08'51" E WITH A CHORD LENGTH OF 141.52 FEET; THENCE WITH A REVERSE CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 143.84 FEET, WITH A RADIUS OF 512.50 FEET, WITH A DELTA ANGLE 16°04'49", WITH A CHORD BEARING OF S 83°00'18" E, WITH A CHORD LENGTH OF 143.36 FEET; THENCE S 45°43'31" E A DISTANCE OF 5.71 FEET; THENCE N 88°57'09" E A DISTANCE OF 23.24 FEET TO THE QUARTER SECTION LINE; THENCE CONTINUE ALONG THE EAST LINE OF SAID SECTION S 00°19'44" E A DISTANCE OF 1630.03 FEET; WHICH IS THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 217.824 ACRES MORE OR LESS.

BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 28,
TOWNSHIP 43 SOUTH, RANGE 24 EAST, BEARING S. 89° 49' 26" E.

PARCEL SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS AND RESERVATIONS OF
RECORD.

DESCRIPTION PREPARED: AUGUST 03, 2021



RICHARD M. RITZ
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATION NO. 4009
DATE SIGNED: 08-03-21

SKETCH TO ACCOMPANY DESCRIPTION

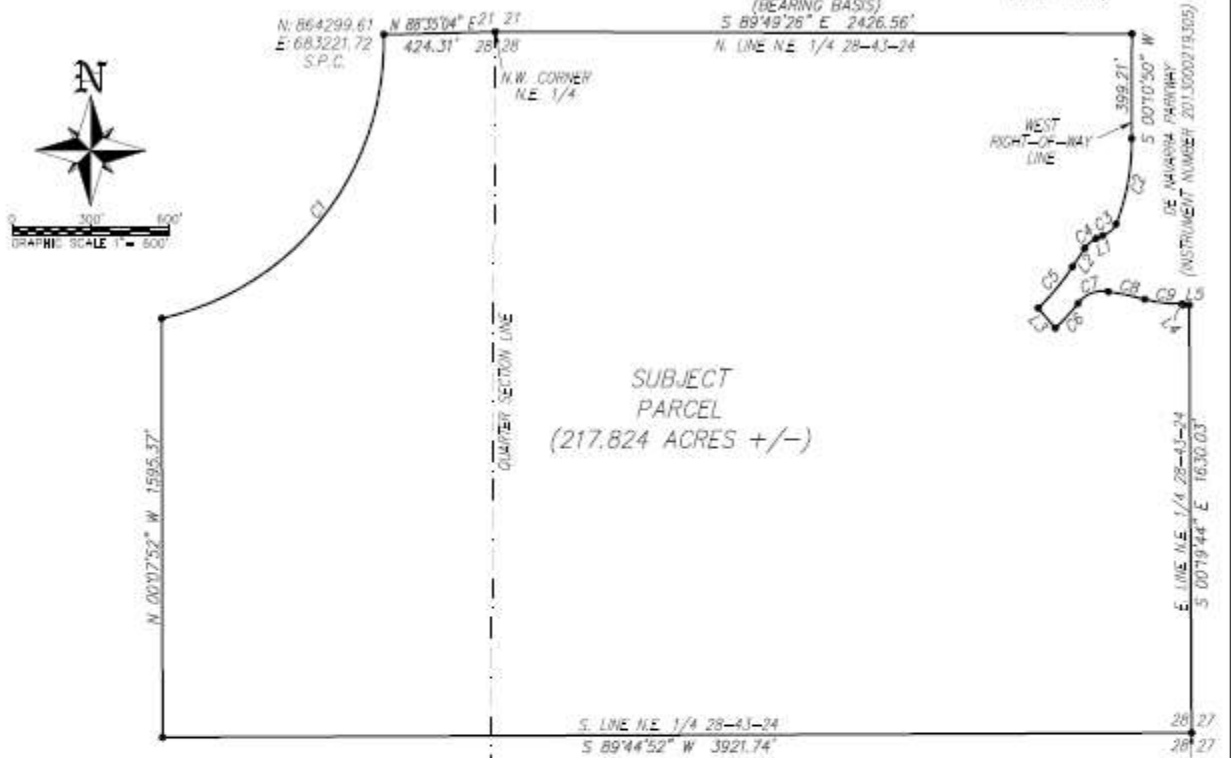
OF A
PARCEL OF LAND
LYING IN
SECTION 28, TOWNSHIP 43 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 66°12'28" W	27.74'
L2	S 33°34'00" W	84.60'
L3	S 40°23'04" E	100.19'
L4	S 45°43'31" E	5.71'
L5	N 88°57'09" E	23.24'

LEGEND

- LB LICENSED BUSINESS
- L1 LINE 1 OF LINE TABLE
- C1 CURVE 1 OF CURVE TABLE
- EB ENGINEERING BUSINESS
- S.P.C. STATE PLANE COORDINATE (WEST ZONE)



CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	1080.00'	78°57'57"	1488.47'	1,573.43'	N 38°04'01" E
C2	896.30'	21°30'59"	332.83'	330.88'	S 10°18'02" W
C3	89.04'	39°58'06"	69.03'	67.64'	S 49°22'04" W
C4	105.50'	31°07'13"	57.30'	56.60'	S 49°07'37" W
C5	950.22'	12°20'09"	204.58'	204.19'	S 39°14'05" W
C6	1050.22'	6°50'43"	128.22'	128.14'	N 42°45'33" E
C7	125.00'	89°24'30"	129.81'	123.88'	N 68°57'56" E
C8	1274.50'	6°21'56"	141.60'	141.52'	S 78°08'51" E
C9	512.50'	16°04'49"	143.84'	143.36'	S 83°00'18" E

POINT OF BEGINNING
SOUTHEAST CORNER OF THE
NORTHEAST QUARTER OF
SECTION 28, TOWNSHIP 43 SOUTH,
RANGE 24 EAST
N: 861640.22
E: 686300.23
S.P.C.

Richard M. Ritz

RICHARD M. RITZ
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATE NO. 4009

NOTES:
SEE SHEET 1 AND 2 OF 3 FOR COMPLETE METES AND BOUNDS DESCRIPTION.

ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.

PARCEL SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS AND RESERVATIONS OF RECORD.

PREPARED AUGUST 03, 2021

THIS IS NOT A SURVEY

BANKS
ENGINEERING

Professional Engineers, Planners, & Land Surveyors
Serving The State Of Florida

10011 19 LEE COUNTY PARKWAY, SUITE 104
FORT WORTH, TEXAS 76138
PHONE: (817) 338-4444 FAX: (817) 338-4444
WWW.BANKSENG.COM

SKETCH TO ACCOMPANY DESCRIPTION
CORAL BAY
LEE COUNTY, FLORIDA

DATE	PROJ. ET	DRAWING	REVISION	BY	DATE	SCALE	SHEET	OF	FILE NO.
08-03-21	3084DR	CORAL-BAY		DRB	RMR	1"=30'	5	5	21-43-24 28-43-24

**CORAL BAY OF LEE
COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

11

**CORAL BAY OF LEE COUNTY COMMUNITY
DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
APRIL 30, 2022**

**CORAL BAY OF LEE COUNTY COMMUNITY
DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
APRIL 30, 2022**

	General Fund	Total Governmental Funds
ASSETS		
Undeposited funds	\$ 10,224	\$ 10,224
Due from Landowner	6,085	6,085
Total assets	\$ 16,309	\$ 16,309
 LIABILITIES AND FUND BALANCES		
Liabilities:		
Accounts payable	\$ 10,309	\$ 10,309
Landowner advance	6,000	6,000
Total liabilities	16,309	16,309
 DEFERRED INFLOWS OF RESOURCES		
Deferred receipts	6,085	6,085
Total deferred inflows of resources	6,085	6,085
 Fund balances:		
Unassigned	(6,085)	(6,085)
Total fund balances	(6,085)	(6,085)
Total liabilities, deferred inflows of resources and fund balances	\$ 16,309	\$ 16,309

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

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Landowner contribution	\$ 4,224	\$ 4,224	\$ 65,015	6%
Total revenues	<u>4,224</u>	<u>4,224</u>	<u>65,015</u>	6%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	2,000	6,000	22,000	27%
Legal	1,734	1,841	25,000	7%
Engineering	-	-	2,000	0%
Dissemination agent*	-	-	250	0%
Telephone	16	50	200	25%
Postage	8	8	500	2%
Printing & binding	42	125	500	25%
Legal advertising	2,285	2,285	6,500	35%
Annual special district fee	-	-	175	0%
Insurance	-	-	5,500	0%
Contingencies/bank charges	-	-	500	0%
Website hosting & maintenance	-	-	1,680	0%
Website ADA compliance	-	-	210	0%
Total professional & administrative	<u>6,085</u>	<u>10,309</u>	<u>65,015</u>	16%
Excess/(deficiency) of revenues over/(under) expenditures	(1,861)	(6,085)	-	
Fund balances - beginning	(4,224)	-	-	
Fund balances - ending	<u>\$ (6,085)</u>	<u>\$ (6,085)</u>	<u>\$ -</u>	

*These items will be realized when bonds are issued.

**CORAL BAY OF LEE
COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

12A

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**MINUTES OF MEETING
CORAL BAY OF LEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

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A Landowners' Meeting of the Coral Bay of Lee County Community Development District was held on March 31, 2022, at 10:00 a.m., at the office of Banks Engineering, 10511 Six Mile Cypress Parkway, Fort Myers, Florida 33966.

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Present at the meeting:

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Chuck Adams	District Manager
Meredith Hammock	District Counsel
Jere Earlywine	KE Law Group, PLLC
Christian Cotter	Proxy Holder

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FIRST ORDER OF BUSINESS

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Call to Order/Roll Call

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Mr. Adams called the meeting to order at 10:02 a.m.

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SECOND ORDER OF BUSINESS

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Affidavit/Proof of Publication

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The affidavit of publication was included for informational purposes.

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THIRD ORDER OF BUSINESS

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Election of Chair to Conduct Landowners' Meeting

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Mr. Cotter agreed to Mr. Adams serving as Chair to conduct the Landowners' meeting.

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FOURTH ORDER OF BUSINESS

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Election of Supervisors [All Seats]

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A. Nominations

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Mr. Cotter nominated the following:

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Seat 1	Christian Cotter
Seat 2	Mary Moulton
Seat 3	Matt Hermanson

- 37 Seat 4 Ted Gadoury
- 38 Seat 5 Charles Quarles
- 39 No other nominations were made.

40 **B. Casting of Ballots**

41 • **Determine Number of Voting Units Represented**

42 A total of 218 voting units were represented.

43 • **Determine Number of Voting Units Assigned by Proxy**

44 All 218 voting units represented were assigned by proxy to Mr. Christian Cotter by Tony
45 J. Squitieri, Division President of the Landowner, Forestar (USA) Real Estate Group Inc. Mr.
46 Cotter is eligible to cast up to 218 votes per Seat.

47 Mr. McGowan cast the following votes:

48	Seat 1	Christian Cotter	218 votes
49	Seat 2	Mary Moulton	218 votes
50	Seat 3	Matt Hermanson	216 votes
51	Seat 4	Ted Gadoury	216 votes
52	Seat 5	Charles Quarles	216 votes

53 **C. Ballot Tabulation and Results**

54 Mr. Adams reported the following ballot tabulation, results and term lengths:

55	Seat 1	Christian Cotter	218 votes	4-Year Term
56	Seat 2	Mary Moulton	218 votes	4-Year Term
57	Seat 3	Matt Hermanson	216 votes	2-Year Term
58	Seat 4	Ted Gadoury	216 votes	2-Year Term
59	Seat 5	Charles Quarles	216 votes	2-Year Term

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61 **FIFTH ORDER OF BUSINESS**

Landowners' Questions/Comments

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63 There were no Landowners' questions or comments.

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65 **SIXTH ORDER OF BUSINESS**

Adjournment

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67 There being nothing further to discuss, the meeting adjourned at 10:05 a.m.

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Secretary/Assistant Secretary

Chair/Vice Chair

**CORAL BAY OF LEE
COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

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DRAFT

**MINUTES OF MEETING
CORAL BAY OF LEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Coral Bay of Lee County Community Development District held Multiple Public Hearings and a Regular Meeting on March 31, 2022, immediately following adjournment of the Landowners' Meeting, scheduled to commence at 10:00 A.M., at the office of Banks Engineering, 10511 Six Mile Cypress Parkway, Fort Myers, Florida 33966.

Present at the meeting were:

Christian Cotter	Chair
Mary Moulton	Vice Chair
Matt Hermanson	Assistant Secretary
Ted Gadoury	Assistant Secretary

Also present were:

Chuck Adams	District Manager
Meredith Hammock	District Counsel
Jere Earlywine	KE Law Group, PLLC
Dave Underhill	District Engineer
James Ratz	Forestar (USA) Real Estate Group Inc.

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 10:05 a.m. Supervisors Hermanson, Moulton, Cotter, and Gadoury were present. Newly-elected Supervisor Charles Quarles was not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Administration of Oath of Office to Board of Supervisors (*the following will also be provided in a separate package*)

39 Mr. Adams, a Notary of the State of Florida and duly authorized, administered the Oath
40 of Office to Mr. Cotter, Ms. Moulton, Mr. Hermanson and Mr. Gadoury. All Board Members
41 declined the allowable \$200 per meeting compensation.

42 Mr. Adams provided the following items:

- 43 **A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
- 44 **B. Membership, Obligations and Responsibilities**
- 45 **C. Chapter 190, Florida Statutes**
- 46 **D. Financial Disclosure Forms**
 - 47 **I. Form 1: Statement of Financial Interests**
 - 48 **II. Form 1X: Amendment to Form 1, Statement of Financial Interests**
 - 49 **III. Form 1F: Final Statement of Financial Interests**
- 50 **E. Form 8B: Memorandum of Voting Conflict**

51

52	FOURTH ORDER OF BUSINESS	Consideration of Resolution 2022-28, 53 Canvassing and Certifying the Results of 54 the Landowners’ Election of Supervisors 55 Held Pursuant to Section 190.006(2), 56 Florida Statutes, and Providing for an 57 Effective Date
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59 Mr. Adams presented Resolution 2022-28. The following Landowners’ Election results
60 would be inserted into the Resolution:

61	Seat 1	Christian Cotter	218 votes	4-Year Term
62	Seat 2	Mary Moulton	218 votes	4-Year Term
63	Seat 3	Matt Hermanson	216 votes	2-Year Term
64	Seat 4	Ted Gadoury	216 votes	2-Year Term
65	Seat 5	Charles Quarles	216 votes	2-Year Term

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<p>67 On MOTION by Mr. Cotter and seconded by Mr. Gadoury, with all in favor, 68 Resolution 2022-28, Canvassing and Certifying the Results of the Landowners’ 69 Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, 70 and Providing for an Effective Date, was adopted.</p>

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72 **FIFTH ORDER OF BUSINESS** **Consideration of Resolution 2022-29,**
 73 **Designating Certain Officers of the District,**
 74 **and Providing for an Effective Date**
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76 Mr. Adams presented Resolution 2022-29. The following slate of officers was
 77 nominated:

- | | | |
|----|---------------------|--------------------|
| 78 | Chair | Christian Cotter |
| 79 | Vice Chair | Mary Moulton |
| 80 | Secretary | Chesley Adams, Jr. |
| 81 | Assistant Secretary | Ted Gadoury |
| 82 | Assistant Secretary | Matt Hermanson |
| 83 | Assistant Secretary | Charles Quarles |
| 84 | Assistant Secretary | Craig Wrathell |

85 No other nominations were made.

86 Prior appointments by the Board for Treasurer and Assistant Treasurer remain
 87 unaffected by this Resolution.

88

89 **On MOTION by Mr. Cotter and seconded by Mr. Gadoury, with all in favor,**
 90 **Resolution 2022-29, Designating Certain Officers of the District, as nominated,**
 91 **and Providing for an Effective Date, was adopted.**

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94 **SIXTH ORDER OF BUSINESS** **Public Hearing to Hear Public Comments**
 95 **and Objections to the Adoption of the**
 96 **Rules of Procedure, Pursuant to Sections**
 97 **120.54 and 190.035, Florida Statutes:**
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99 **A. Affidavits of Publication**

100 The affidavits of publication were included for informational purposes.

101 **B. Consideration of Resolution 2022-30, Adopting Rules of Procedure; Providing a**
 102 **Severability Clause; and Providing an Effective Date**

103 Mr. Adams presented Resolution 2022-30.

104 **Mr. Adams opened the Public Hearing.**

105 No members of the public spoke.

106 Mr. Adams closed the Public Hearing.

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108 **On MOTION by Mr. Cotter and seconded by Mr. Gadoury, with all in favor,**
109 **Resolution 2022-30, Adopting Rules of Procedure; Providing a Severability**
110 **Clause; and Providing an Effective Date, was adopted.**

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113 **SEVENTH ORDER OF BUSINESS**

**Consideration of the Following Bond
Financing Related Matters:**

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116 **A. Presentation of Engineer's Report**

117 Mr. Urbancic presented the Engineer's Report dated March 31, 2022. The Engineer's

118 Report describes the CDD, properties within the CDD and the Capital Improvement Plan (CIP).

119 He noted the following:

120 ➤ The CDD contains approximately 217.82 acres.

121 ➤ Per Table 1, a total of 517 single-family units are planned, comprised of 154 40', 265 50'
122 and 98 60' single-family lots. Table 2 reflects the acreage breakdown of the land uses.

123 ➤ The CIP includes the stormwater management system, water and wastewater utilities,
124 hardscape and landscape around the perimeter of the CDD, common irrigation and mitigation.

125 ➤ Description of the roadways and amenity areas are included; although, those are not
126 included as part of the CIP for the CDD; those will be funded by the Developer.

127 ➤ All of the CIP items will be owned and maintained by the CDD, except the water and
128 sewer, which will be turned over to the Lee County Public Utilities.

129 ➤ The total estimated cost of the CIP is \$10,626,000, which includes a 10% contingency
130 and professional services associated with the design and permitting of the CIP.

131 ➤ The Report includes a conclusion that the costs are fair and reasonable and that the CIP
132 provides special benefit to the CDD.

133 A question was raised regarding whether the CDD can fund monitoring of the possible
134 bald eagle next in the conservation area. Mr. Urbancic replied affirmatively and stated those
135 costs would be associated with mitigation.

136 **B. Presentation of Master Special Assessment Methodology Report**

137 Mr. Adams presented the Master Special Assessment Methodology Report dated March
138 31, 2022. He noted the following:

139 ➤ In order to finance the CIP costs of \$10,626,000, the CDD will need to issue
140 approximately \$13,815,000 in par amount of special assessment bonds.

141 ➤ These are anticipated to be 30-year bonds with a 24-month capitalized interest period.

142 ➤ The Methodology identifies the special and peculiar benefits to the 517 units within the
143 CDD and apportions the benefits across the various unit types.

144 ➤ Initially, the assessments will be against the gross number of acres and, as units are
145 platted/sold, the assessments will be apportioned based on the Equivalent Residential Unit
146 (ERU) value for the unit types.

147 Ms. Hammock asked questions and Mr. Adams responded as follows:

148 **Ms. Hammock:** In your professional opinion, are the assessments proposed here in line
149 with the current market?

150 **Mr. Adams:** Yes.

151 **Ms. Hammock:** In your professional opinion, is there sufficient benefit received by these
152 parcels from the project that is either equal to or exceeding the proposed assessments?

153 **Mr. Adams:** Yes.

154 **Ms. Hammock:** In your professional opinion, are the assessments fairly and reasonably
155 apportioned across the product types?

156 **Mr. Adams:** Yes.

157 Ms. Moulton asked when lots would be for sale. Mr. Ratz thought that early lots would
158 be available for sale in early July. For May, Ms. Moulton asked Mr. Adams to provide the
159 operation and maintenance (O&M) numbers that will not include operations and for Mr. Ratz
160 to make sure Mr. Cotter has the debt amount to provide the debt and O&M to Rebecca in May.

161 **C. Resolution 2022-25, Declaring Special Assessments; Designating the Nature and**
162 **Location of the Proposed Improvements; Declaring the Total Estimated Cost of the**
163 **Improvements, the Portion To Be Paid By Assessments, and the Manner and Timing in**
164 **Which the Assessments Are to be Paid; Designating the Lands Upon Which the**
165 **Assessments Shall Be Levied; Providing for an Assessment Plat and a Preliminary**

166 **Assessment Roll; Addressing the Setting of Public Hearings; Providing for Publication**
167 **of this Resolution; And Addressing Conflicts, Severability and an Effective Date**

168 Ms. Hammock presented Resolution 2022-25 and read the title. She asked for adoption
169 as amended to include the numbers in the Final Master Assessment Methodology.

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171 **On MOTION by Mr. Cotter and seconded by Mr. Gadoury, with all in favor,**
172 **Resolution 2022-25, Declaring Special Assessments; Designating the Nature and**
173 **Location of the Proposed Improvements; Declaring the Total Estimated Cost of**
174 **the Improvements, the Portion To Be Paid By Assessments, and the Manner**
175 **and Timing in Which the Assessments Are to be Paid; Designating the Lands**
176 **Upon Which the Assessments Shall Be Levied; Providing for an Assessment Plat**
177 **and a Preliminary Assessment Roll; Addressing the Setting of Public Hearings**
178 **for May 26, 2022 at 10:00 a.m., at the office of Banks Engineering, 10511 Six**
179 **Mile Cypress Parkway, Fort Myers, Florida 33966; Providing for Publication of**
180 **this Resolution; And Addressing Conflicts, Severability and an Effective Date, as**
181 **amended to include the numbers in the Final Master Assessment Methodology**
182 **was adopted.**

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185 **D. Resolution 2022-26, Authorizing the Issuance of Not to Exceed \$13,815,000 Coral Bay**
186 **of Lee County Community Development District Capital Improvement Revenue Bonds,**
187 **in One or More Series; Approving the Form of a Master Trust Indenture; Appointing A**
188 **Trustee, Registrar and Paying Agent; Approving a Capital Improvement Program;**
189 **Authorizing the Commencement of Validation Proceedings Relating to the Bonds; and**
190 **Providing an Effective Date**

191 Mr. Adams presented Resolution 2022-26 and read the title.

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193 **On MOTION by Mr. Cotter and seconded by Mr. Gadoury, with all in favor,**
194 **Resolution 2022-26, Authorizing the Issuance of Not to Exceed \$13,815,000**
195 **Coral Bay of Lee County Community Development District Capital Improvement**
196 **Revenue Bonds, in One or More Series; Approving the Form of a Master Trust**
197 **Indenture; Appointing A Trustee, Registrar and Paying Agent; Approving a**
198 **Capital Improvement Program; Authorizing the Commencement of Validation**
199 **Proceedings Relating to the Bonds; and Providing an Effective Date, was**
200 **adopted.**

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203 **EIGHTH ORDER OF BUSINESS**

Ratification of Adoption of Resolution 2022-24, Designating a Date, Time, and Location of a Public Hearing Regarding the District’s Intent to Use the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Special Assessments as Authorized by Section 197.3632, Florida Statutes; Authorizing the Publication of the Notice of Such Hearing; and Providing an Effective Date

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Mr. Adams presented Resolution 2022-24.

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On MOTION by Mr. Cotter and seconded by Mr. Gadoury, with all in favor, Adoption of Resolution 2022-24, Designating a Date, Time, and Location of March 31, 2022, at 10:00 a.m., at the office of Banks Engineering, 10511 Six Mile Cypress Parkway, Fort Myers, Florida 33966 for a Public Hearing Regarding the District’s Intent to Use the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Special Assessments as Authorized by Section 197.3632, Florida Statutes; Authorizing the Publication of the Notice of Such Hearing; and Providing an Effective Date, was ratified.

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226 **NINTH ORDER OF BUSINESS**

Public Hearing Confirming the Intent of the District to Use the Uniform Method of Levy, Collection and Enforcement of Non-Ad Valorem Assessments as Authorized and Permitted by Section 197.3632, Florida Statutes; Expressing the Need for the Levy of Non-Ad Valorem Assessments and Setting Forth the Legal Description of the Real Property Within the District’s Jurisdictional Boundaries that May or Shall Be Subject to the Levy of District Non-Ad Valorem Assessments; Providing for Severability; Providing for Conflict and Providing for an Effective Date

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241 **A. Affidavit/Proof of Publication**

242 The affidavit of publication was included for informational purposes.

243 **B. Consideration of Resolution 2022-31, Expressing its Intent to Utilize the Uniform**
 244 **Method of Levying, Collecting, and Enforcing Non-Ad Valorem Assessments Which**
 245 **May Be Levied by the Coral Bay of Lee County Community Development District in**
 246 **Accordance with Section 197.3632, Florida Statutes; Providing a Severability Clause;**
 247 **and Providing an Effective Date**

248 Mr. Adams presented Resolution 2022-31.

249 **Mr. Adams opened the Public Hearing.**

250 No members of the public spoke.

251 **Mr. Adams closed the Public Hearing.**

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253 **On MOTION by Mr. Cotter and seconded by Mr. Gadoury, with all in favor,**
 254 **Resolution 2022-31, Expressing its Intent to Utilize the Uniform Method of**
 255 **Levying, Collecting, and Enforcing Non-Ad Valorem Assessments Which May Be**
 256 **Levied by the Coral Bay of Lee County Community Development District in**
 257 **Accordance with Section 197.3632, Florida Statutes; Providing a Severability**
 258 **Clause; and Providing an Effective Date, was adopted.**

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261 **TENTH ORDER OF BUSINESS**

**Consideration of Project Construction/
Acquisition Items**

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264 This item was deferred.

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266 **ELEVENTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial
Statements as of February 28, 2022**

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269 Mr. Adams presented the Unaudited Financial Statements as of February 28, 2022.

270 The financials were accepted.

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272 **TWELFTH ORDER OF BUSINESS**

**Approval of February 24, 2022
Organizational Meeting Minutes**

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275 Mr. Adams presented the February 24, 2022 Organizational Meeting Minutes.

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On MOTION by Mr. Cotter and seconded by Mr. Gadoury, with all in favor, the February 24, 2022 Organizational Meeting Minutes, as presented, were approved.

THIRTEENTH ORDER OF BUSINESS

Staff Reports

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

There was no report.

B. District Engineer (Interim): *Banks Engineering, Inc.*

There was no report.

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

- **NEXT MEETING DATE: April 28, 2022 at 10:00 A.M.**
- **QUORUM CHECK**

The next meeting will be held on May 26, 2022, rather than on April 28, 2022.

FOURTEENTH ORDER OF BUSINESS

Board Members' Comments/Requests

There were no Board Members' comments or requests.

FIFTEENTH ORDER OF BUSINESS

Public Comments

No members of the public spoke.

SIXTEENTH ORDER OF BUSINESS

Adjournment

There being nothing further to discuss, the meeting adjourned.

On MOTION by Mr. Cotter and seconded by Mr. Gadoury, with all in favor, the meeting adjourned at 10:29 a.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

**CORAL BAY OF LEE
COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

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CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT**BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE****LOCATION***office of Banks Engineering, 10511 Six Mile Cypress Parkway, Fort Myers, Florida 33966*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
March 31, 2022	Public Hearings and Regular Meeting <i>Uniform Method and Rules of Procedure Hearings</i>	10:00 AM
April 28, 2022 CANCELED	Regular Meeting	10:00 AM
May 26, 2022	Public Hearing and Regular Meeting <i>(adoption of FY2022 Budget)</i>	10:00 AM
June 23, 2022	Regular Meeting	10:00 AM
July 28 2022	Regular Meeting	10:00 AM
August 25, 2022	Regular Meeting	10:00 AM
September 22, 2022	Regular Meeting	10:00 AM